



Request for Statement of Qualifications

For

Airport Design and Engineering On-Call Services

MAYOR AND COUNCIL:

Phil Goode, Mayor
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CITY CLERK:

Sarah M. Siep

AIRPORT DIRECTOR:

Robin Sobotta, Ph.D., A.A.E.

Request for Statement of Qualifications Airport Design & Engineering On-Call Services

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or Firms to provide Airport Design & Engineering On-Call Services for the Prescott Regional airport (PRC). Only persons or respondents capable of providing the requested professional services will receive consideration.

OPTIONAL PRE-SUBMISSION CONFERENCE: Thursday June 8, 2023; 10:00 am, at Prescott Regional Airport Administration Building 6630 Airport Avenue, Prescott, AZ, 86301. Virtual attendance can be accommodated by registering through the Open Bid Request page located at <https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

BID OPENING: Thursday, July 13, 2023, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301.**

In accordance with local and State law, sealed RSOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. 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: May 21, 2023, and May 28, 2023

Request for Statement of Qualifications

Airport Design and Engineering 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 (RSOQ) for Airport Design and Engineering On-Call Services for the Prescott Regional Airport (hereinafter "PRC" or "Airport").

Multiple contracts for on-call professional services may be awarded to multiple firms. Contracts shall be awarded based on demonstrated competence and qualifications pursuant to A.R.S. § 34-604. All contracts will be for the term of three (3) years, with the consideration of one (1) two-year extension based on successful completion of work and mutual agreement. The value of these contracts will vary based on projected City needs and available budget. The award of a contract is not a guarantee of work.

To be eligible for consideration, firms must submit a single RSOQ demonstrating appropriate competence, qualifications, and closely related project experience.

The City will apply a two-step process to select the successful firms under this procurement. The first step will involve review and evaluation of the RSOQ to establish a final list with an optional interview round.

The development of this SOQ and the selection process will be in accordance with Federal Aviation Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, and 2 CFR §200.

A. SCOPE OF SERVICES

In accordance with the City of Prescott Procurement Code and Federal Grant requirements, the City of Prescott is accepting Statements of Qualifications to provide design and engineering services in support of City staff for the proposed Airport Capital Improvement Projects listed below. The ideal candidates will have substantial experience consisting of at least ten (10) years conducting airport design and engineering services involving projects funded by the Federal Aviation Administration (FAA) and/or Arizona Department of Transportation (ADOT) similar to those listed below.

A general scope of work and fee schedule will be developed during contract negotiations with the selected firms. The scope of work will include, but is not limited to, providing airport design and projects; the preparation of Federal and state grant applications and documentation; the preparation of design and project plans and specifications for Federal and state grant projects; providing assistance in the bid process; and serving as grant manager and project manager during the construction phase of airport design and construction projects in support of City staff. Projects performed in response to emergency conditions may require a short lead time of 24 to 72 hours.

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

- Identify proposed development locations and determine initial airspace and land use compatibility impacts on a Google earth model with limited notice (2-4 business days), including initial review of: FAR Part 77 surfaces; airline OEI surfaces; and other protected approach/departure surfaces near PRC;
- Provide Disadvantaged Business Enterprise (DBE) related analysis, tracking and reporting support;
- Conduct miscellaneous design that is related to utility improvements, airfield lighting & signage, preventative maintenance programs, wayfinding, access control/security upgrades;
- Provide services to include graphics and publishing, modeling and simulations;
- Provide timely updates to all tasks;
- Provide program services including, without limitation, meetings with Federal and State Representatives, tenants, airlines; regulatory entities; and be available to conduct same or next day onsite field evaluations.

Specific projects to be undertaken FY2024 through FY2029 may include, but are not limited to:

- Design of an Airport Perimeter Road within the future airport property limits
- Design and construction of new Runway Safety Action Team (RSAT) projects identified during the contract period
- Design approximately 2,800 x 40 ft of Taxiway E pavement
- Rehabilitate Taxiway D between D1 and D7 (7,600 x 50 ft)
- Design and construction of Airport Pavement Preservation Program projects
- Design and construction of a replacement Aircraft Rescue and Fire Fighting (ARFF) station
- Construct, mill and overlay (rehabilitation) of 58,800 sq yds on the North Ramp and expand to the north approximately 15,000 sq. yds
- Design and construction of an airport maintenance facility
- Design and construction of an aircraft wash rack facility and aircraft maintenance structure
- Design and construction of an airport fuel storage facility expansion
- Design and construction of Storm Water Pollution Prevention Program projects
- Design and Construction for the extension of Runway 3R/21L and corresponding parallel Taxiways C and D
- Perform airspace obstruction mitigation project(s)
- Provide surveys and mapping services for airport expansion and leasehold development
- Safety Management System (SMS) Program creation and implementation

- Design and construction of commercial airpark facilities
- Design and construction of floodplain and/or drainage systems
- Design and construction of ground transportation infrastructure
- Design and construction of grading and earthwork for safety areas
- Design and construction of a remote helipad facility
- Design and construction of Navigational Aid (NAVAID) facilities
- Design and construction of the Strategic Academic Flight Education (SAFE) Complex elements
- Work associated with hangar demolition
- Design and construction of landside improvements
- Design and construction of terminal expansion/concessions
- Design and construction of a consolidated rental car area
- Conduct miscellaneous projects to include Tower Line of Sight Study(s), Electrical Improvements, Airfield Lighting & Signage maintenance programs, etc., as necessary
- Design for pavement rehabilitation for RW 12-30 (4,408 ft x 75 ft), lighting and signage

B. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|-------------------------------|-----------------------|
| • RSOQ ADVERTISEMENT | MAY 21 & 28, 2023 |
| • OPTIONAL PRE-BID CONFERENCE | JUNE 8, 2023 |
| • PROPOSAL DUE DATE/OPENING | JULY 13, 2023 |
| • INTERVIEWS (OPTIONAL) | WEEK OF JULY 31, 2023 |
| • AWARD OF CONTRACT | AUGUST 22, 2023 |
| • NOTICE TO PROCEED | SEPTEMBER 1, 2023 |

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

C. REQUESTS FOR INFORMATION

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

Christina Papa
 Airport Management Analyst
 christina.papa@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, July 7, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, July 10, 2023. Receipt of addenda must be acknowledged on the required form in the Firm's submission. It is the Firm's sole responsibility to check the City's website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS

Responses to this request must be in the form of a Statement of Qualifications (RSOQ), 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's members and their key personnel to be assigned to this project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Firm's entity
- Area(s) of interest
- Description of specific technical capabilities, qualifications, and years of prior experience
- Brief resume for key project team members outlining their credentials and experience
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated. Describe the Firm's role in the project and scope of work that demonstrates the Firm's expertise. Provide the name and contact information for each project.
- Description of how the Firm would approach, manage, and complete related projects
- 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 in Arizona

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 (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. 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. Ten (10) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the RSOQ. 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 RSOQ 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. Also include within the submittal packet a current W-9. 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 RSOQ.

Do not include any fees or pricing related to this project with the RSOQ 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. A fee proposal will be requested and required by noon on the 2nd business day after notification of the selected Firm.

D. DISCLOSURE

Offerors shall disclose any professional or personal financial interest, which could be considered a conflict of interest in representing the City.

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

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

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

E. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, July 13, 2023**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City 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 city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm 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:
Airport Design and On-Call Engineering Services**

Due before 2:00pm on July 13, 2023

F. MINIMUM TEAM QUALIFICATIONS

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience. 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 RSOQ 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 RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

- A. **Relevant Firm Experience and Success:** Provide information on five (5) completed projects within the last ten (10) years in airport design and construction projects such as those listed in Section 1.A, for similar airports (preferably within the Western-Pacific Region of the FAA and the State of Arizona).

- B. **Project Team Experience:** Experience of key personnel and staff availability (at times with limited notice) for engaging in airport design and construction projects. Reputation for personal and professional integrity and competence. Ability to meet project deadlines and schedules on time.
- C. **Approach to Project Management:** Demonstration of collaborative style between consultant and airport sponsor, including availability and responsiveness, methods of communication, ability to work independently with instruction, in the interest of the Sponsor, etc. Evidence of Firm capability to respond to occasional emergency requests with short lead times (i.e., 24 to 72 hours).
- D. **Specialized On Airport Design and Construction Experience: Project Design, Construction Management, Compliance with Federal and State Grants:** extensive experience with designing both building and pavement projects, provide exceptional construction management services, prior experience with major construction projects such as runway and taxiway extensions, and draining/floodplain management/alteration.
- E. **DBE Experience:** Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53).
- F. **Other Factors:** Submittal quality, completeness, and relevance to Prescott Regional Airport challenges/needs.

RSOQ Point System:

A. Relevant Firm Experience and Success	250 Points
B. Project Team Experience	300 Points
C. Approach to Project Management	200 Points
D. Specialized Airport Experience	150 Points
E. DBE Experience	50 Points
F. Other Factors	50 Points

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ 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 RSOQ. A Review Committee appointed by the City for this procurement will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked

Firms will be determined for this proposal. Optional interviews, discussed below, may be conducted. 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. SHORTLIST AND INTERVIEWS (OPTIONAL)

If needed, following evaluation of the Statements of Qualifications, a shortlist of three to five (3-5) Firms will be determined and announced, based upon the composite score of Review Committee members. If a presentation-interview session with the selected Firms is needed, these firms will be required to demonstrate their understanding and familiarity with the scope, location, and other aspects of this project. Criteria and grading for evaluation of the presentation-interviews are as follows:

A.	Relevant Firm Experience and Success	250 Points
B.	Project Team Experience	300 Points
C.	Approach to Project Management	200 Points
D.	Specialized Airport Experience	150 Points
E.	Other Factors (Professionalism and Preparation)	100 Points

C. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs and interviews (if conducted), the committee shall rank the firms to generate a final list of at least one (1) but no more than two (2) firms, depending on number of applicants. The City will then notify each of the candidate firms of the final rankings.

Contracts may be awarded to a maximum of two firms. 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 (3) years, with the consideration of one two-year extension based on successful completion of work and by mutual agreement. The City will determine the value of each contract based on projected City needs, available budget and closely related project experience.

Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, Exhibit A, in a form acceptable to the City Attorney. Approval of the City Council may also be required for 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.

D. TERM OF CONTRACT

The contract resulting from this request shall commence on September 1, 2023, for an initial period of three (3) years. The contract may be extended for an additional two (2) year period, with the mutual consent of the City of Prescott and the Firm. 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.

E. 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.

F. 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.

G. 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 Firm.

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

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

J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or

covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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

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

M. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

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

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

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

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

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

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

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

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

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

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** The contract issued to the successful consultant shall not discriminate on the basis of race, color, sex, or national origin and is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Participation). DBE firms are encouraged to participate. Please complete and submit Exhibit E to provide the DBE status of the responding firm.

V. EXHIBITS

- A. INSURANCE REQUIREMENTS**
- B. PROJECT SITE MAP**
- C. SAMPLE PROFESSIONAL SERVICES AGREEMENT**
- D. SUPPLEMENTARY PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS**
- E. AIRPORT INVENTORY PROPERTY MAP**
- F. DBE IDENTIFICATION STATEMENT**



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
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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:



Professional Services Insurance Requirements Exhibit B

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.

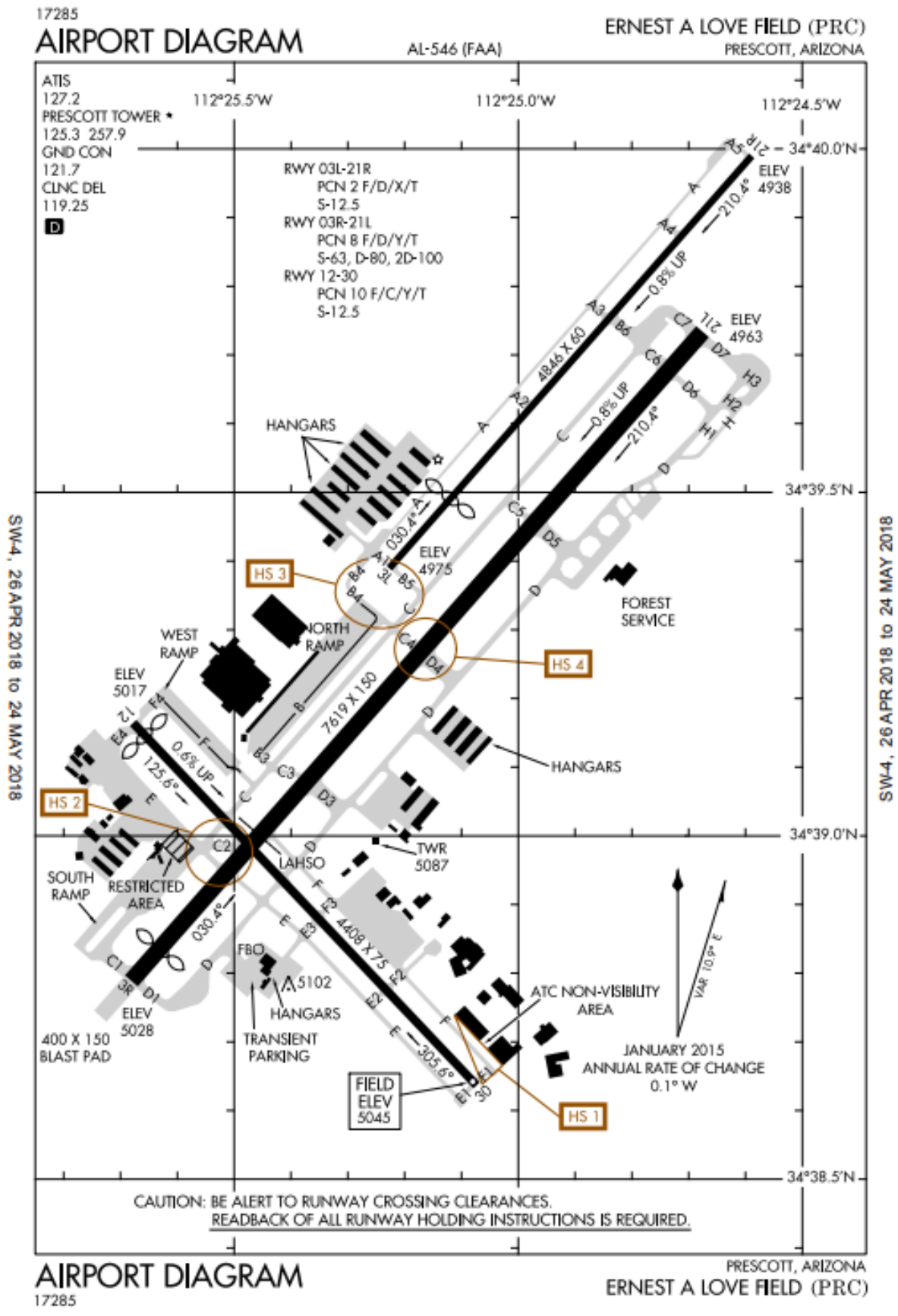
All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

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.

Project Site Map





Professional Services Agreement

**** Project**

Contract No. **

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

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

WHEREAS ** (hereinafter referred to as "Professional"), has expertise in providing ** services.

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

1. That Professional shall provide the services to the City in relation to the ** Project as indicated in Exhibit "A" (Request for Statements of Qualifications, Statement/Proposal, and Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of **) and as requested by the City ** Director (hereinafter referred to as "Director").
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be for a period of ** (**) **, commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or

creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

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

**	Director	**
**	City of Prescott	**
**		**
**	Prescott, Arizona 86301	**

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of ** dollars and ** cents (\$**) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".
- (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or sub-contractors retained by the Professional.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".
- (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. 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.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

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

(C) In giving instructions, the Director shall have authority to make minor changes in the 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 amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

(F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments must be approved by the Director. Contract Amendments over \$25,000.00 must be approved by City Council.

23. 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:

Commercial General Liability – Occurrence Form

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

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)

Personal and Advertising Injury \$ 1,000,000 (if applicable)
Each Occurrence \$ 1,000,000
Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

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

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

Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

Prior to commencing 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 to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

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

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

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

The City retains the legal right to inspect the papers of any Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Sub-contractors to ensure compliance with the Professional

Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

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

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

26. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
28. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
29. 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.
30. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

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

Dated this _____ day of _____, 20**.

City of Prescott, a municipal corporation:

PROFESSIONAL:

Philip R. Goode, Mayor

** (Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

**Professional Services Agreement
Exhibit “A”**

SAMPLE

EXHIBIT "D"

SUPPLEMENTARY PROVISIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

These Supplementary Provisions amend and/or supplement the General Terms and Conditions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

FEDERAL PROVISIONS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS: (49 CFR Part 21)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1.1 Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

1.6 Incorporation of Provisions. The Contractor shall include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982: (Section 520 - General Civil Rights Provisions)

The Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES: (49 CFR Part 26)

Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days (30) from the receipt of each payment the prime Contractor receives from the City of Prescott. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Prescott. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES: (49 CFR Part 20)

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS: (49 CFR Part 18.36(i))

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS: (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS: (49 CFR Part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE: (49 CFR Part 30)

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

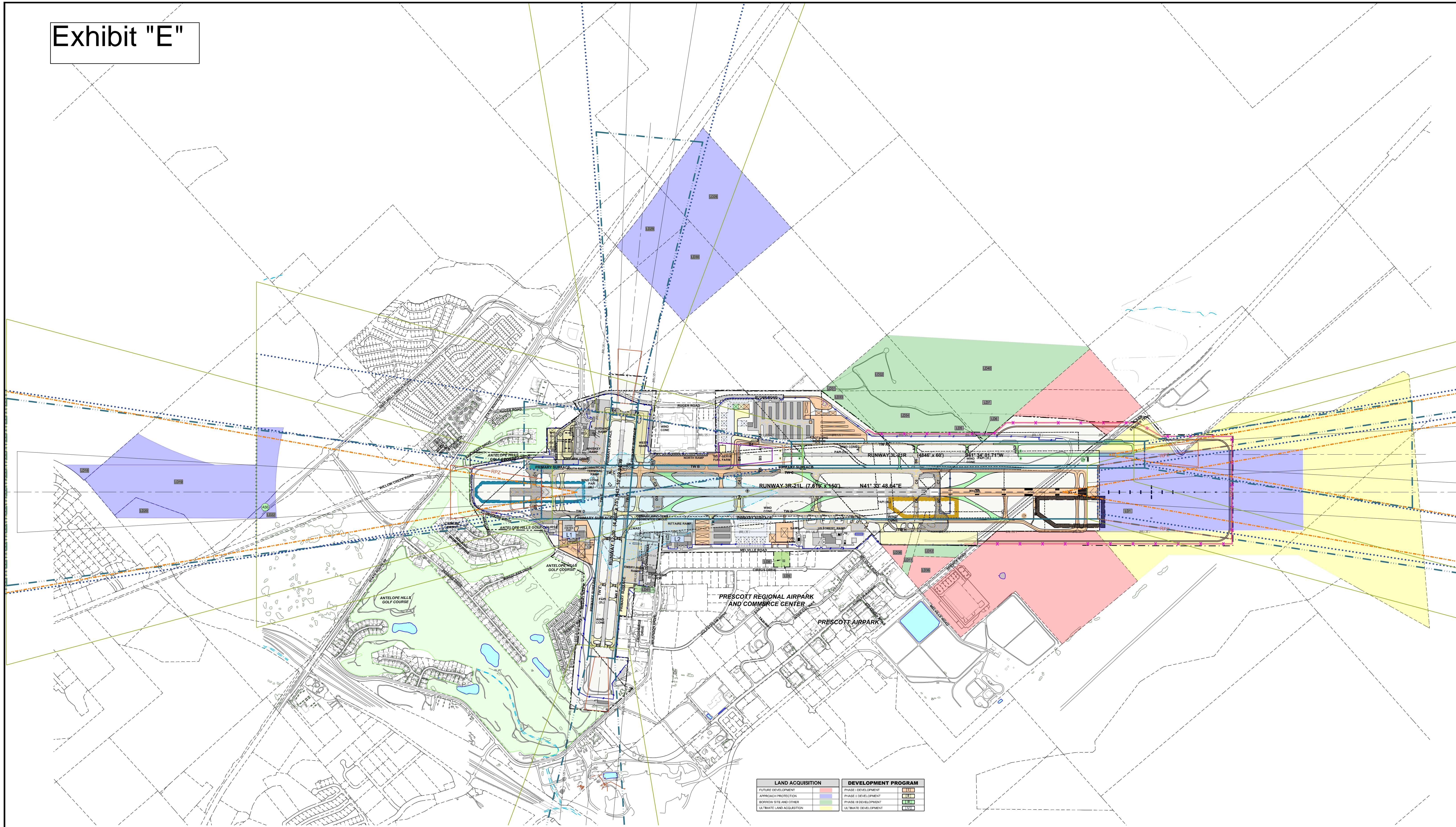
TERMINATION OF CONTRACT: (49 CFR Part 18.36(i)(2))

- (a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- (b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- (c) If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- (d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- (e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: (Title 49 CFR Part 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Exhibit "E"



LAND ACQUISITION		DEVELOPMENT PROGRAM	
FUTURE DEVELOPMENT	[Light Blue Box]	PHASE I DEVELOPMENT	[Light Green Box]
APPROACH PROTECTION	[Light Green Box]	PHASE II DEVELOPMENT	[Light Yellow Box]
BORROW SITE AND OTHER	[Light Yellow Box]	ULTIMATE DEVELOPMENT	[Light Blue Box]
ULTIMATE LAND ACQUISITION	[Light Blue Box]		

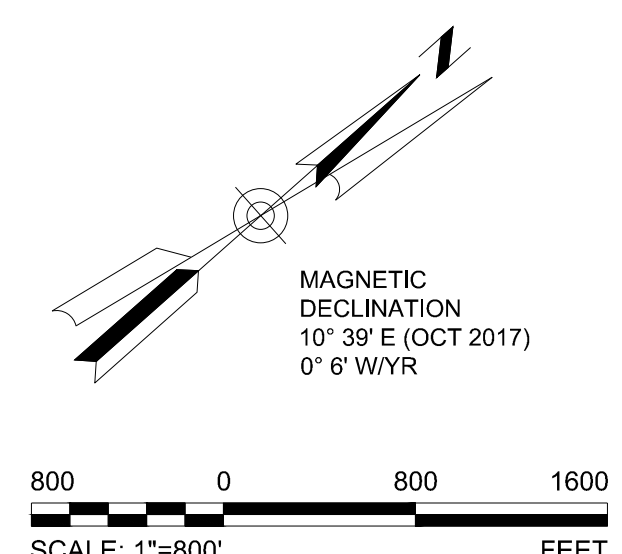
LEGEND	
DESCRIPTION	EXISTING
AIRPORT BUILDING	[Grey Box]
AIRPORT PAVEMENT	[Grey Box]
AIRPORT PROPERTY	[Dashed Line]
GOLF COURSE	[Green Box]
RUNWAY CENTERLINE MARKING	[Dashed Line]
TAXIWAY / TAXILANE MARKING	[Dashed Line]
ADJACENT PROPERTY LINE	[Dashed Line]
BUILDING RESTRICTION LINE (BRL)	[Dashed Line]
EASEMENT	[Dashed Line]
FENCE	[Dashed Line]
FENCE (PERIMETER)	[Dashed Line]
GLIDE SLOPE CRITICAL AREA	[Dashed Line]

LEGEND	
DESCRIPTION	EXISTING
INTERIOR PROPERTY LINE	[Dashed Line]
LOCALIZER CRITICAL AREA	[Dashed Line]
PART 77 APPROACH SURFACE	[Dashed Line]
RUNWAY OBJECT FREE AREA (ROFA)	[Dashed Line]
RUNWAY PROTECTION ZONE (RPZ) [APPROACH]	[Dashed Line]
RUNWAY PROTECTION ZONE (RPZ) [DEPARTURE]	[Dashed Line]
RUNWAY SAFETY AREA (RSA)	[Dashed Line]
SECTION, TOWNSHIP, RANGE LINE	[Dashed Line]
AIRPORT REFERENCE POINT (ARP)	[Symbol]
AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS)	[Symbol]
MEDIUM APPROACH LIGHT SYSTEM RUNWAY (MALSR)	[Symbol]
PRECISION APPROACH PATH INDICATOR (PAPI)	[Symbol]

LEGEND	
DESCRIPTION	EXISTING
ROTATING BEACON	[Symbol]
RUNWAY END IDENTIFIER LIGHT (REL)	[Symbol]
THRESHOLD LIGHTS	[Symbol]
WIND CONE / SEGMENTED CIRCLE	[Symbol]

NOTES

- AIRPORT PROPERTY LINE, ADJACENT PROPERTY, EASEMENT, LEASE AND ENCUMBRANCE INFORMATION COMPILED FROM SHAPE FILES OBTAINED FROM THE OWNER AND YAVAPAI COUNTY GIS VIA <https://gis.yavapai.us7v4fmap.aspx?search=#>.
- AIRPORT PROPERTY MAP PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT CLAIM TO LIST ALL EASEMENTS, LEASES, AND ENCUMBRANCES.
- SEE "AIRPORT INVENTORY PROPERTY MAP TRANSACTION TABLES" SHEET 42 FOR COORDINATING OWNER'S INFORMATION.
- LEGEND ELEMENTS REPRESENT DEPICTIONS ON DRAWING BUT MAY VARY IN SIZE DUE TO SCALING ON DRAWING.



NO.	REVISIONS	BY	APP.	DATE
1	ALP UPDATE	VS	CM	

**AIRPORT INVENTORY
PROPERTY MAP**

**PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA**

ANY USE OR REUSE OF ORIGINAL OR ALTERED CADD DESIGN MATERIALS BY CLIENT, AGENT, OR OTHER PARTIES SHALL BE AT THE SOLE RISK OF THE USER. FURTHERMORE, THE USER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE MODIFICATIONS OR REUSE OF THESE MATERIALS.

DRAWN BY: _____ **SCALE:** 1" = 500'

CHECKED BY: _____ **DATE:** APRIL 2022

SHEET
40
OF
42



DBE IDENTIFICATION STATEMENT

The Prescott Regional Airport is required to obtain the following information from each Offeror at time of SOQ submittal, creating an obligation for the Offeror to provide such information.

Name of Offeror's Firm: _____

Firm Address: _____

At time of SOQ submittal, Offeror is OR is not a certified DBE

DBE is defined as a small business concern that has successfully completed a DBE certification process and been granted DBE status by the Arizona Unified Certification Program or by a U.S. Department of Transportation (USDOT) recognized agency who certifies DBE applicants pursuant to the criteria contained in 49 CFR Part 26.

- Age of Firm:**
- Less than 1 year
 - 1 – 3 years
 - 4 – 7 years
 - 8 – 10 years
 - More than 10 years

- Annual Gross Receipts:**
- Less than \$500,000.00
 - \$500,000.00 - \$1,000,000.00
 - \$1,000,000.00 - \$2,000,000.00
 - \$2,000,000.00 - \$5,000,000.00
 - Greater than \$5,000,000.00

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OF FEDERAL LAWS, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNED AND DATED this _____ day of _____, 20__

Authorized Signature

Print Name and Title