

**REQUEST FOR QUALIFICATIONS
("RFQ")**

**AIRPORT ENVIRONMENTAL SERVICES
RFQ # 08AIR1104**



Date Offered:	November 04, 2008
Closing Date & Time	December 11, 2008 2:00 P.M. Local Time
Contact Person:	Benjamin Vardiman, Airport Manager Ben.Vardiman@cityofprescott.net

CITY OF PRESCOTT
6546 CRYSTAL LN.
PRESCOTT, AZ 86301
(928) 777-1114
www.prescott-az.gov

SECTION II
BACKGROUND AND GENERAL INFORMATION

The Prescott Municipal Airport (Ernest A. Love Field) is operated under the jurisdiction of the City of Prescott. Prescott Municipal Airport is the only commercial service airport servicing Yavapai County. The City of Prescott is empowered to provide for the development, operation, and maintenance of the airport and, with respect to aeronautical facilities and concessionaires, to negotiate agreements with the operators thereof.

1. PURPOSE:

The purpose of this RFQ is to solicit environmental consultants with a strong background in the preparation of NEPA documents to conduct NEPA reviews for the proposed airport improvements at Prescott Municipal Airport (PRC). The ideal candidate will have substantial experience conducting NEPA environmental review, including public outreach, for airport planning and development projects involving the FAA, and will have a demonstrated history of completion and legal defensibility of their work products. The contents of this are provided as background and general information for Proposers and as a guide for the City to evaluate submitted Proposals. The City reserves the right to accept or reject any proposal or negotiate with any or all of the proposers.

2. BACKGROUND:

The project is located on Ernest A. Love Field approximately seven miles north of downtown Prescott Arizona on Highway 89. Information about the airport can be found at www.prescott-az.gov. The Prescott Municipal Airport is one of the nation's busiest general aviation airports with approximately 240,000 operations per year. Home to Embry-Riddle Aeronautical University's western campus, a United States Forest Service aviation facility supporting aerial firefighting during the summer and a growing list of airport business – both on-airport aviation-related and businesses located in the adjacent business park, the airport is developing into a regional airport to support the aviation needs of the North-Central Arizona area. The airport is certified by the FAA as an FAR Part 139 airport with scheduled airline service currently provided by Beech 1900D and Q-400 aircraft to Phoenix, AZ, Ontario, CA, and Los Angeles, CA.

The City is moving forward with a modernization and expansion of the airport facilities including but not limited to the following:

- 1) Land Acquisition of +/- 61.3 acres for runway extension
- 2) Runway Extension of Runway 21L
- 3) New Terminal Facility

SECTION III
SCOPE OF PROJECT

In accordance with the City of Prescott Procurement Code and Federal Grant requirements, the City of Prescott is accepting Proposals to provide environmental consultation services to conduct NEPA reviews for the proposed airport improvements listed below. The ideal candidate will have substantial experience conducting NEPA environmental reviews, including public outreach, for airport planning and development projects involving the FAA, and will have a demonstrated history of completion and legal defensibility of their work products.

A detailed scope of work will be developed during contract negotiations with the selected NEPA consultant. The scope will entail the preparation of NEPA documents for the three proposed airport improvements listed:

- 1) Land Acquisition of +/- 61.3 acres for runway extension
- 2) Runway Extension of Runway 21L
- 3) New Terminal Facility

It is anticipated that this project will be completed in two phases. The first phase, consisting of the review and documentation for the Land Acquisition and Runway Extension, will take priority in scheduling and work completion. The second phase, consisting of the review and documentation for the New Terminal Facility will be completed by the end of the contract. Other approaches to the completion and prioritization of the work will be considered.

1. MINIMUM QUALIFICATIONS.

Only those proposals received on time and in proper form will be accepted. Proposers who provide evidence that they are fully competent, have the necessary experience, organization and financial capacity to fulfill the requirements of this RFQ, and who can provide evidence of all necessary certificates and licenses, will be considered. After receipt of the proposals, the City will rank the eligibility of each Proposal to be considered under section VIII of this RFP.

The following minimum experience criteria have been established as a basis for qualifying the eligibility of a Proposer: as shown below:

- a) Demonstrated success in completing NEPA environmental documents on runway extension, land acquisition, and new terminal building projects.
- b) Recent experience in NEPA review of airport development and/or planning projects comparable to the proposed project.
- c) Experience of key personnel and availability of these individuals for this project.
- d) Knowledge of applicable FAA regulations, policies, and procedures.
- e) Recent experience with public information and community involvement programs and/or public hearings related to airport development and planning projects.
- f) Demonstrated success in preparing defensible NEPA environmental documents for similar projects.
- g) Experience in preparing NEPA documentation for the Western-Pacific Region of the FAA.
- h) Reputation for personal and professional integrity and competence.
- i) Current workload and ability to meet project schedules or deadlines.
- j) Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53).

2. RESPONSIBILITY OF SUCCESSFUL PROPOSER.

Within **FOURTY-FIVE (45) CALENDAR** days of being notified by the City of Prescott, the successful Proposer shall enter into the Standard City Consultant Services Agreement. Upon Notification to Proceed, the successful Proposer shall conduct, prepare, and provide the appropriate legally defensible NEPA environmental reviews and documents and all associated tasks, including but not limited to public outreach and grant administration duties, for the proposed airport improvements at Prescott Municipal Airport (PRC) identified above in accordance with the previously stated agreement.

3. PROJECT LOCATION AND SCHEDULE

The description and location of the Land is included in Exhibit "A", Project Site Map, which is attached hereto and incorporated herein. **This project is anticipated to take no longer than 12 calendar months from the issuance of the Notice to Proceed.**

4. SCHEDULE

RFQ Published	11/04/2008
Receive Proposals	12/11/2008
Interview Top 3 Firms.....	01/15/2009
Select One Firm	01/22/2009
Negotiate with Firm thru	03/09/2009
Approval of Contract by City Council	03/17/2009
Notice to Proceed.....	03/19/2009
Anticipated Completion of Project Phase I.....	12/19/2009
Anticipated Completion of entire Project.....	03/19/2010

Consideration shall be given to the services to be provided as well as Proposer's ability to complete service on the date above. The Schedule above is provided for reference only. The City reserves the right to amend the schedule above as deemed necessary or appropriate by the City staff.

5. STANDARD CITY CONSULTANT SERVICES AGREEMENT

A sample Standard Consulting Services Agreement, attached as Exhibit "B", which includes City insurance requirements, etc., is attached for reference. This Exhibit does not need to be submitted with the response to the RFQ. The final contract agreement shall incorporate the negotiated Scope of Work, Cost, and Project Schedule and may have alternate or additional provisions than the sample. The City will manage the consultant contract and has appointed the Airport Manager or his designee to facilitate the coordination effort and direct the exchange of information related to preparation of the NEPA documentation. All work performed by the consultant and sub-consultants shall be submitted directly to the City Airport Manager.

SECTION V

GENERAL TERMS AND CONDITIONS

1. **INSURANCE REQUIREMENTS:**

Prior to commencement of operation, the successful Proposer shall procure and maintain insurance as specified by the City for all activities to be conducted by the Proposer.

2. **BINDING OFFER:**

A Proposer's submittal shall remain valid for a period of thirty (30) days following the Proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of the RFQ.

3. **COMPLIANCE.**

Proposer shall comply with all local, State and federal directives, orders and laws as applicable to this proposal and subsequent agreement including completion of Company's work.

4. **NON-EXCLUSIVITY OF AGREEMENT:**

The successful Proposer understands and agrees that any resulting contractual relationship is non-exclusive. The City of Prescott reserves the right to seek similar or identical services (subject to minimum development and performance standards) elsewhere if deemed in the best interests of the City.

5. **COLLUSION:**

Proposals may be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future proposals for the operation of any concession for the next six (6) months following the date of the Proposal submission.

6. **HOLD HARMLESS:**

The Proposer 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 Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Proposer 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 Proposer has or may have against the City, its agents or employees, arising out of or in any way connected with the Proposer's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

7. **GOVERNANCE:**

If any of the language or information in this Proposal conflicts with language in the Agreement as prepared by the City of Prescott, the language of the final Agreement, as executed, will govern.

8. **PUBLIC DISCLOSURE:**

All Proposals and other materials or documents submitted by Proposer in response to this RFQ will become the property of the City of Prescott and will not be released to the public until after the selection or rejection of any or all proposals.

9. **CONFLICT OF INTERESTS**

Prior to beginning work on the NEPA documentation, the Consultant and any sub-consultants shall sign a "Disclosure Statement" specifying that they have no financial or other interest in the outcome of the project, per the requirements of FAA Order 5050.4B. It is mandatory that the selected Consultant certify that they have not entered into, and will not enter into during the lifetime of the NEPA documentation preparation, any agreement affording the Consultant with any direct or indirect financial interest in the planning, design, construction or operation of the project that is the subject of the NEPA documentation except the preparation of the NEPA documentation.

SECTION VI
PROPOSAL REQUIREMENTS AND SUBMITTAL

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Proposals sent by facsimile (FAX) or electronic mail will **NOT** be accepted. Any Proposal received after **2:00pm on December 11, 2008** shall be deemed unresponsive and will be returned to Proposer unopened.

Proposer shall carefully review and address all of the evaluation factors previously outlined in this RFQ as well as responding to *all* questions contained here-in. In order to be considered, Proposer must be able to demonstrate that it meets the minimum qualifications established in the RFQ and has the resources, both staff and financial, to satisfactorily meet the requirements of this RFQ.

1. **NUMBER OF PROPOSALS:** **One (1) Original** (clearly marked "ORIGINAL") and **Five (5) Copies** (clearly marked "CITY"). All proposals shall be marked as **AIRPORT ENVIRONMENTAL SERVICES RFQ #08AIR1104**. The maximum size of the proposals, including all attachments, diagrams, or other information shall not exceed thirty (30) pages.

2. **DELIVERY OF PROPOSALS:**

The delivery of the proposal to the City of Prescott prior to the deadline is solely and strictly the responsibility of the Proposer. **The delivery deadline is December 11, 2008 at 2:00 pm local time.** The City of Prescott will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

2.1 **Hand Delivery:** City of Prescott
City Clerk
201 S. Cortez Street
Prescott, AZ 86303

2.2 **Mail or Courier Delivery:** City of Prescott
City Clerk
201 S. Cortez Street
Prescott, AZ 86303

3. **EXECUTION OF PROPOSAL:**

Proposer shall execute the Proposal, or an official of Proposer's firm authorized to do so as stated in this RFQ under - Acknowledgement of Proposal Required.

4. **REJECTION OF PROPOSALS:**

The RFQ shall in no manner be construed as a commitment on the part of the City to award a contract. The City of Prescott reserves the right to reject any or all proposals; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's proposal:

- a. Submission of more than one (1) proposal by an individual, firm, partnership, or corporation under the same or different names.
- b. Submission of an incomplete proposal.
- c. Proposer's failure to satisfactorily perform any present or previous obligation to the City.
- d. Any other conduct or circumstance which by law requires rejection of a proposal.

5. **COST OF PREPARATION:**

The cost of preparing a proposal to this RFQ shall be borne entirely by the Proposer.

6. **RFQ COMPLIANCE:**

It is the responsibility of each Proposer to examine carefully this RFQ and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent performance, operation and management pursuant to the Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and to be completely knowledgeable

of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Proposer from fully complying with this RFQ. Proposals submitted early by Proposers may be withdrawn or modified prior to the Proposal deadline. Such requests must be in writing. Modifications received after the Proposal deadline will not be considered.

7. REQUESTS FOR INTERPRETATION OR CLARIFICATION:

If any prospective Proposer finds discrepancies or omissions or there is doubt as to the true meaning of any part of the RFQ, a written request for a clarification or interpretation must be submitted in writing, addressed to the Airport Manager at the address listed on the cover of this RFQ. E-mail requests for interpretations will also be accepted for this project at ben.vardiman@cityofprescott.net.

It is the responsibility of the Proposer to verify the City has received the written or e-mail request. To be given consideration, such requests must be received at least four (4) business days prior to the due date set for the submission of proposals. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to each person formally requesting a copy of this RFQ at the respective mailing address, e-mail address, or fax number furnished for such purposes prior to the date fixed for the deadline for Proposals. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation contained therein. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the City of Prescott not less than ten (10) business days prior to the Proposal deadline.

8. WARRANTY:

The Proposer warrants that the Proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Proposer has not, directly or indirectly, induced any other Proposer to submit a false Proposal; or that Proposer has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

9. OPENING:

All proposals will be opened and evaluated, after the published ***Proposal deadline of 2:00pm on December 11, 2008*** at the City of Prescott City Hall by the City Clerk, 201 S. Cortez Street, Prescott, AZ. See Section VIII, Evaluation and Selection Process, for further information.

10. SUPPLEMENTAL INFORMATION:

The City of Prescott reserves the right to request any supplementary information it deems necessary to evaluate Proposer's experience or qualifications. This may include: supplemental financial information, schedule interview(s) and/or additional presentations by the Proposer.

SECTION VII
PROPOSAL FORM

Proposals shall be typed, double-spaced with each page numbered at the bottom, and using one side of the paper only on 8 ½ x 11 sheet size paper. Proposer shall respond to all questions and requirements below in the following format. All questions must be completed in full, as a condition of the RFQ. Proposals shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and TABS with each section title. Resumes and relevant project descriptions may be included in two (2) appendices (Appendix A - Resumes and Appendix B - Project Descriptions). Proposals shall not exceed thirty (30) pages maximum (single sided) including all maps, diagrams or other materials.

DO NOT INCLUDE PRICE INFORMATION IN YOUR PROPOSAL. Selection will be based on qualifications first – then a price will be negotiated with the selected proposer.

Proposers are asked to pre-qualify themselves by completing the following information. The City requests that proposals be formatted and sequenced in the following order:

A. PROPOSER'S COMPANY BACKGROUND:

1. Legal name of entity, entities or joint venture
2. Contact information to include mailing address, phone, and fax
3. Attach a description or organizational chart of the Proposer's proposed management structure depicting project staff personnel and their responsibilities, including sub-contractors, if any. Identify the individual that will be the primary day-to-day contact on this project and include their contact information including email. Indicate the process that will be implemented to maintain awareness and interaction between project team members.
4. Identify in the Statement all other firms on the team and their role including any DBE firms and their responsibilities. The selected firm will have to comply with the City and DOT Regulations 49 CFR part 26. A copy of the Airport's DBE program is available upon request. The consultant will be required to submit monthly status reports to the FAA
5. Appropriate State of Arizona design professional registration, licensure and construction contracting licenses

B. PROPOSER'S COMPANY EXPERIENCE:

1. List the number of years experience Proposer has had in the environmental consultation.
2. Provide a list and brief description of relevant airport development and planning projects and associated environmental studies performed by the Proposer within the last five (5) years to include:
 - a) Project Name
 - b) Project Location
 - c) Contact Person, title, Phone number and/or email
 - d) Date of project (year)
 - e) A description of project scope provided.Complete project descriptions may be included in Appendix B.
3. Describe the specific level of involvement of your firm and individual team members, focusing on key personnel. Also, indicate the issues that were dealt with, relevance to the proposed projects, and the outcome.

C. PROPOSED PROJECT APPROACH AND SCHEDULE:

1. Project Approach.
 - a) Demonstrate the team's understanding of the primary components of the proposed projects and their potential environmental issues, along with a thorough understanding of the federal environmental disclosure process through FAA.
 - b) Identify methodologies and approaches to be used to address the following: analysis and resolution of environmental issues; public scoping process; public hearings; proposed process for coordinating with the FAA, the City, and other consultants' work efforts; community education and stakeholder outreach, including production of web site content (not web design) for public information; and NEPA documentation schedule.
 - c) Identify specific responsibilities of each of the proposed staff/team members and sub-consultants. It is the City's objective to complete the NEPA documentation process, including publication of the FONSI, within approximately 12 months, beginning in the first quarter of 2009.
2. Project Schedule.
 - a) Submit a proposed schedule for the project, indicating the proposed time periods for FAA and City review of any drafts of individual sections, as well as the entire administrative draft for the Draft and Final NEPA documentation. Discuss your team's approach to completing projects on time and within budget, while maintaining deliverable quality.

D. QUALIFICATION/AVAILABILITY OF KEY PERSONNEL

1. Describe the Project Manager's experience and expertise, particularly related to any other airport projects this person has been responsible for. Include length of time with the current firm, and if less than three (3) years, provide previous management experience to demonstrate the Project Manager's commitment to the project as a first priority, and describe their ability to manage staff and sub-consultants.
2. Detail your team's knowledge, experience, and capabilities relevant to successful completion of NEPA reviews for airport improvement projects. Describe the technical experience and expertise of all key personnel to be assigned to the project. (Resumes of all key personnel, listing special qualifications applicable to the project shall be included in Appendix A.) Include relevant airport environmental experience and ability to address controversial public issues for each team member. Also include any experience and expertise related to applicable technical disciplines, demonstrated writing skills, experience with NEPA, and other applicable regulatory or interagency coordination and/or consultation that will be important to consider for the proposed project.
3. Provide information as to planned staffing for public meetings. Describe the public speaking background of responsible personnel and their experience with airport projects. Include dates and details of the past 3-5 public presentations/ meetings conducted. Describe this person's approach to dealing with potentially controversial projects and/or hostile environments.
4. Address the time availability and commitment of the Project Manager and key personnel relative to their involvement with other on-going or expected projects.
5. Demonstrate an ability and commitment to undertake this work immediately and dedicate the necessary personnel and resources to the project to meet the proposed schedule.

E. REFERENCES AND ADDITIONAL INFORMATION:

Attach any other background information about the qualifications and experience of Proposer's organization or personnel that may be useful to the City in evaluating your capabilities.

G. INSURANCE AND INSURABILITY:

Proposer shall attach hereto a current insurance certificate outlining limits and a letter from Proposer's current insurance company stating that the insurance company would provide insurance at the limits required by the City.

H. EXCEPTIONS AND ASSUMPTIONS NOTED:

Proposer shall request any changes or exceptions to any part of this RFQ in writing as part of their proposal submittal. List all assumptions upon which the response to the RFQ is based. Assumptions may be related to available data, schedule, interim and final work products, or other aspects of the requested work effort.

SECTION VIII

EVALUATION AND SELECTION PROCESS

1. OBJECTIVE:

It is the City's intention to solicit Proposals from potentially qualified Proposers; to evaluate their Proposals; and to award a contract to the Proposer whose Proposal is determined to serve in the best interest of the City of Prescott.

2. EVALUATION AND RECOMMENDATION:

An evaluation committee, consisting of City staff, will review and evaluate all qualified Proposals received by the submittal date as set forth in this RFQ, or as amended by addenda. The City reserves the right to request additional information and clarification of any information submitted, including any omission from the original Proposal. After receipt of the proposals the City will rank the eligibility of each Proposal to be considered. All Proposals will be treated equally with regard to this item. Based on its review, the committee will prepare a tabulation of all firms, indicating the top three (3) scoring firms.

In order to achieve maximum scores, Proposers must demonstrate to the City's Evaluation Team that they are fully qualified to provide the services required by this RFQ. Fully qualified Proposals will have the qualifications (financial resources, expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of the RFQ.

The City and FAA will follow the selection procedures outlined in FAA *Advisory Circular AC 150/5100-14D*. The firm considered by the Selection Committee to be the most highly qualified will be selected for the project, after which discussions will be initiated with that firm to finalize the scope of services and negotiate a contract. The Statements of Qualifications (SOQs) submitted will be reviewed and ranked by the Selection Committee using the following selection criteria:

- | | |
|--|-------------|
| a) Demonstrated success in completing NEPA environmental documents on runway extension, land acquisition, and new terminal building projects. | 25% |
| b) Recent experience in NEPA review of airport development and/or planning projects comparable to the proposed project. | 10% |
| c) Experience of key personnel and availability of these individuals for this project. | 10% |
| d) Knowledge of applicable FAA regulations, policies, and procedures. | 5% |
| e) Recent experience with public information and community involvement programs and/or public hearings related to airport development and planning projects. | 10% |
| f) Demonstrated success in preparing defensible NEPA environmental documents for similar projects. | 15% |
| g) Experience in preparing NEPA documentation for the Western-Pacific Region of the FAA. | 2.5% |
| h) Reputation for personal and professional integrity and competence. | 10% |
| i) Current workload and ability to meet project schedules or deadlines. | 10% |
| j) Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53). | 2.5% |

3. **CONFLICT OF INTEREST**

Pursuant to A.R.S. Section 38-511, the City of Prescott 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 of Prescott 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 of Prescott from any other party to the agreement arising as a result of this agreement.

4. **CONTRACT EXECUTION:**

Contingent upon successful negotiations with the selected Proposer, the City of Prescott will transmit to the Proposer copies of the actual Agreement for execution. The Proposer agrees to deliver three (3) duly executed Agreements to City within **FOURTY-FIVE (45)** calendar days from the date of receipt of said notice and Agreements. Upon receipt of the executed agreement from the Proposer, the City will seek authorization from the City Council to execute the agreement within thirty (30) calendar days. The agreement shall have no force or effect on the City unless and until it is approved by formal action of the Prescott City Council.

EXHIBIT B

Sample City Consultant Services Agreement

CONSULTANT AGREEMENT

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

WHEREAS _____,
(hereinafter referred to as "Consultant") has expertise in Airport Environmental 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 Consultant shall provide those services to the City on an as-needed basis, as more particularly identified in the attached Exhibit "A", and as requested by the Airport Manager or his designee, hereinafter referred to as the Project Manager. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

2. In addition to those services identified in the attached Exhibit "A", the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced.

3 Consultant shall provide sufficient qualified personnel, upon reasonable notice 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. (A) The term of this agreement shall be from _____ through _____. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City no later than mutually agreed upon dates as shown in Exhibit "B".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is agreed by and between the parties that this Agreement incorporates the City's Request for Bids or Proposals and the Consultant's response thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

6. Pursuant to A.R.S. Section 38-511, the City of Prescott 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 of

Prescott 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 of Prescott from any other party to the agreement arising as a result of this agreement.

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

City of Prescott
Airport Manager
6546 Crystal Ln
Prescott, AZ 86301

With copies to: City of Prescott
City Clerk
PO Box 2059
Prescott, AZ 86302

Consultant:

8. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant 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, Consultant 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, Consultant 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

9. This Agreement is non-assignable by the Consultant.

10. (A) The City shall pay to Consultant a total sum not to exceed \$_____ for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement.

(B) The Consultant shall bill the City monthly for the percentage of the fee corresponding to the percentage of the Consultant's services which have been performed during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

(C) Payment of the total amount provided for under Section 10(A) shall not relieve Consultant 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 Consultant shall charge and City shall pay a mutually agreed hourly fee.

(D) Prior to the final payment to the Consultant, 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 Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the City any information necessary to determine the total amount(s) due.

11. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

12. This agreement shall be construed under the laws of the State of Arizona.

13. All original and/or sealed drawings, specifications, and other work product of the Consultant 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. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any purpose other than that for which they were intended and furnished. 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.

14. This Agreement, Exhibit "A", and Exhibit "B" represent the entire and integrated Agreement between the City and the Consultant and supersede 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 Consultant. 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.

15. 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 provisions, 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.

16. The Consultant shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

17. The Consultant 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 Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Consultant 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 Consultant has or may have against the City, its agents or employees, arising out of or in any way connected with the Consultant's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

18. 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 modifications shall be introduced in any proceeding.

19. (A) The Consultant 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 limits not less than \$1,000,000.00. Liability insurance shall provide the following coverages:

- a) Comprehensive General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
- b) Errors and Omissions (professional malpractice);
- c) Automobile Liability.

(B) All insurance and bonds 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 ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(C) Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that he/she 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 he/she employs no persons subject to the requirement for such coverage.

20. The Consultant, 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 subcontractors, including procurement of materials and leases of equipment. The Consultant 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, and Executive Order 99-4.

21. All time limits stated in the contract documents are of the essence of the contract and should the Consultant fail to complete the work required to be done on or before the time for completion as set forth in these contract documents, including any authorized extensions of time, it is mutually agreed and understood by and between the parties that the public will necessarily suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$125.00 per day for each and every day's delay in the completion and acceptance of the work required to be done by the Consultant subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the City and Consultant agree to fix said sum of \$125.00 per day for each and every such day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Consultant on or before the time of completion and acceptance and, in the case of such breach, the City is hereby authorized to deduct said amount from the amount due the Consultant under the contract. In the event the remaining balance due the Consultant is insufficient to cover the full amount of assessed

liquidated damages, then the Consultant or the surety on the bonds (if any) shall pay the difference to the City.

22. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

DATED this _____ day of _____, 20____.

Jack D. Wilson, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE
City Clerk

GARY D. KIDD
City Attorney

CONSULTANT

By: _____