



Professional Services Agreement
On-Call Professional Services Agreement
Contract No. 2024-005

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

WHEREAS the City completed the procurement process for professional services in accordance with the City’s Procurement Code and Arizona law; and

WHEREAS Burgess & Niple, Inc. (hereinafter referred to as “Professional”), has expertise in providing Professional Drone and Traffic Engineering services and is willing and able to provide professional services to the City.

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

- I. **PROJECT STANDARDS:** The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public’s health, safety, and welfare, in addition to improving the long-term value of the City’s infrastructure assets. The following standards shall govern all public and private improvements related to the Project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (“MAG”), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as “Standards”).
- II. **SCOPE OF SERVICES:** Professional shall provide the “Services” set forth on any assigned Task Orders in accordance with the terms and conditions of the signed Agreement. Services provided by the Professional shall include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in the scope provided per fully executed task order to the satisfaction of the City Public Works Director / Deputy Director (hereinafter referred to as “Director”), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.
 - A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the Professional may be required to undertake or perform a geotechnical investigation,

materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.

B. The Professional shall, at all times, perform the required services per assigned Task Order consistent with the Standards and generally accepted engineering principles, design practices and any other requirements per the scope given prior to work being assigned via a fully executed Task Order. In addition, the Professional shall:

1. Prepare the detailed Scope of Services for the Project as more specifically described in each task order assigned.
2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional's attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.
4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.
5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.
6. If requested by the City, provide the City with "Record" Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.
7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.
8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

III. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding

to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

- IV. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional's statement of qualifications to the City. The Professional shall not change key personnel or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
- V. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as "Subcontractors") as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.
- VI. CONTRACT DOCUMENTS: The Request for Statement of Qualifications, per Task Order assigned including but not limited to the Professional's Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of April 25, 2023, Certificates of Insurance and required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

- VII. TIME OF COMPLETION; TERM: The Project/Task Order assigned involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in each Task Order. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.
 - A. The Term of the On-Call Professional Services contract shall be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement.
 - B. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving a request for proposal for a Task Order) and to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, as to not delay the Project.
 - C. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

D. The Professional has fifteen (15) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment.

VIII. CONTRACT AMOUNT: The maximum contract amount to be paid by the City to the Professional shall not exceed one hundred fifty thousand dollars and no cents (\$150,000.00) per fiscal year (July 1 – June 30).

Each Task Order will have a maximum amount per project that will be based on the negotiated rates and actual cost reimbursement schedule as defined by each Task Order that has been fully executed.

A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category per the fully executed Task Order and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.
2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Task Order Amendment for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for each fully executed Task Order. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably

required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

- B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.
- C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
- D. Payment of the total amount provided for under each fully executed Task Order shall not relieve the Professional of its obligation to complete the performance of all Services requested by the fully executed Task Order.
- E. Should the City request in writing Additional Services beyond those specified in the fully executed Task Order, then charges and payments will be made in accordance with Section XI.
- F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement or fully executed Task Orders. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.
- G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

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

XI. CHANGES IN WORK: The City may order extra work, or make changes by altering, or deleting any portion of the work as specified herein, as deemed necessary or desirable by the Director. All such work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

- A. Extra work shall be that work not indicated or detailed on the Professional's Scope of Work and/or not specified herein the fully executed Task Order. Such work shall be governed by all applicable provisions of the Contract Documents.
- B. In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.

- C. Payment for any change ordered by the Director which involves work essential to complete the Agreement / Task Order, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
- D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change order issued by the Director, which shall indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- E. If the Professional claims that any instructions involve extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 to the approved amount per fiscal year must also be approved by City Council.

XII. INFORMATION PROVIDED BY THE CITY: The City shall provide to the Professional information regarding requirements for the Project including relevant budget information, overall Project schedules, identities of other Project participants, and related designs, drawings, and specifications. The Professional shall be entitled to rely on such information furnished by the City, provided that the Professional shall promptly notify the City, in writing, of any information that the Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

XIII. INTELLECTUAL PROPERTY: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Professional in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Professional agrees and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Professional hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. The Professional shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- A. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Professional in performing the Services and developed or acquired by the Professional prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by

Professional and its licensors. Professional hereby grants City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Professional. The Professional understands that the Intellectual Property and Pre-Existing Materials may be used by the City for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof, or for construction of the same type of project at other locations, by the City and others retained by the City for such purposes. The Professional may re-use any standard specifications and details included in the Intellectual Property that were not developed by the Professional specifically for the Project.

- B. This license shall extend to those parties retained by the City for Project purposes, including other professionals.
- C. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and Subcontractors. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project.
- D. Upon completion of the Project and/or termination of the Agreement for any reason, the Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by the Professional, including those generated by any suppliers, or Subcontractors.
- E. The City shall retain all rights and ownership of all documents, designs, drawings, maps, studies, specifications, other information and/or styles, including copies thereof, provided to the Professional by the City in relation to this Agreement and the Project. The Professional shall not utilize any such material in relation to any other work or project and such materials are to be returned to the City on request or at the completion of the Services.

- XIV. INDEPENDENT CONTRACTOR: Professional is an independent contractor of the City, and, as such, the Professional is not a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which City employees are entitled. As an independent contractor, the Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Professional and the City.

XV. COMPLIANCE WITH FEDERAL AND STATE LAWS: All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Unique Compliance with Specific Government Provisions, if applicable. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

1. The Professional shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Professional Immigration Warranty"). The Professional further understands and acknowledges that:
 - a. A breach of the Professional Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Professional to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.
 - d. Neither the Professional nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Subcontractor establishes that it has complied with employment verification

provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

- e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.
- C. ISRAEL: Professional certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
- D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 - 3. Any firms, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

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

E. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:

- 1. The Contractor will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

- XVI. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

CITY: City of Prescott
Public Works Director
433 N. Virginia Street
Prescott, Arizona 86301

PROFESSIONAL: Burgess & Niple, Inc.
2201 N Gemini Drive, Suite 116
Flagstaff, AZ 86001
jasson.pagnard@burgessniple.com
nick.hall@burgessniple.com

- XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in the attached professional services insurance requirements.

XVIII. GENERAL PROVISIONS

- A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.
- B. INTERPRETATION: Although it has been drafted by the Prescott City Attorney's Office, this Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
- D. SEVERABILITY: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.
- E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable

circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- F. **WAIVER:** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party
- G. **COOPERATIVE USE:** This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- H. **ASSIGNMENT:** The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

XIX. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

- A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
- B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy

proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.

- C. Upon receipt of a written notice of termination, the Professional shall stop all work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.
- D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

XX. DISPUTE RESOLUTION: The parties agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

XXI. RECOVERY OF ATTORNEY FEES: The parties agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

XXII. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.

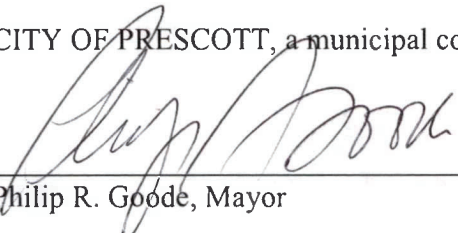
XXIII. REPRESENTATIONS AND WARRANTIES: Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.

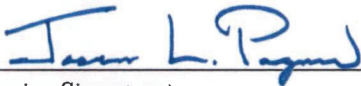
Dated this 11th day of MAY, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

CITY OF PRESCOTT, a municipal corporation:

Burgess & Niple, Inc.


Philip R. Goode, Mayor


(Authorize Signature)

By: Jason L. Pagnard
(Printed Name)

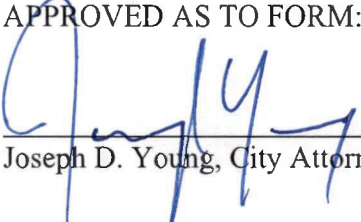
Title: Vice President

Email: jason.pagnard@burgessniple.com

ATTEST:


Sarah M. Siep, City Clerk

APPROVED AS TO FORM:


Joseph D. Young, City Attorney



Professional Services Insurance Requirements

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

1. Commercial General Liability – Occurrence Form

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

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)
Personal and Advertising Injury	\$ 1,000,000	(if applicable)
Each Occurrence	\$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000	(if applicable)

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

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

2. Professional Liability (Errors and Omissions Liability)

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

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

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

3. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- | | |
|-----------------------------|--------------|
| Combined Single Limit (CSL) | \$ 1,000,000 |
|-----------------------------|--------------|

Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by

the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

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

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

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

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



Professional Services Agreement

Unique Compliance with Specific Government Provisions

If the City must comply with specific government provisions (e.g., Federal or State terms or provisions) that must be included in subcontracts.



Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

- b) Affirmative steps shall include:
- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in

selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

PROPOSAL

**FY24-29 PUBLIC WORKS
ON-CALL PROFESSIONAL
SERVICES**

City of Prescott, Arizona

Date
OCTOBER 27, 2022



FY24-29 Public Works On-Call Professional Services



Dear Ms. LaTona Jones,

October 27, 2022

Burgess & Niple (B&N) is pleased to submit this Statement of Qualifications for the FY24-29 Public Works On-Call Professional Services contract. We are excited to provide the City of Prescott (City) a highly qualified team with a proven record of providing engineering services throughout northern Arizona and through numerous municipal on-calls. B&N is submitting qualifications for the **Traffic Engineering** and **Professional Drone Services** categories. B&N provides the following values to the City:

Local Presence/Experience

B&N is very familiar with the Prescott region. Our firm has completed 10+ projects in northern Arizona within the last five years. Additionally, former Yavapai County and Coconino County employee Nick Hall joined the B&N team in 2021. Nick has provided engineering services in northern Arizona for years. Nick understands the winter challenges, local issues and budget considerations within the area. ***Nick is readily available in Flagstaff and has the authority to resolve project concerns and unforeseen issues.***

Capacity of Staff

B&N is a full-service firm with nationwide resources. With our Arizona staff of nearly 30 employees (including 12 professional engineers and nine engineers-in-training), we provide the personalized services of a small business and have the resources of a large national firm. B&N has 25+ offices across the country, with over 400 staff firm-wide. We will scale our resources to meet City needs to provide the necessary support for a successful project. This is our promise.

National Expertise

B&N has made an immense impact on the communities we serve through engineering services and innovation. B&N is well known for implementing innovative ideas and technologies to projects, including artificial intelligence (AI) based capabilities, drone technology, and modeling software. With these capabilities, our team of experts can provide value engineering services that “recommend the right thing, for the right fit,” ensuring budgets and project needs are met on schedule while providing the best value to you.

The B&N team is led by Project Manager Nick Hall. Nick manages our Flagstaff office located at 2201 N. Gemini Drive, Suite 116, and has a combined nine years of total industry experience, including five years in public sector engineering and operations. He has the knowledge and experience to complete projects large and small. The B&N team has the local presence and substantial availability to complete task orders of any size.

B&N is a multi-disciplinary firm providing professional planning and engineering consulting services to local, state and federal agencies since 1912, the same year Arizona became a state. Our local offices have served many Arizona municipalities including cities, towns, counties, regional planning organizations and the Arizona Department of Transportation since 1984.

On-call contracts are the foundational workload for B&N's Arizona offices; our team treats them with the utmost importance! Projects are often smaller and have shorter or expedited schedules. To be successful, we conduct our business with proactive project management and operate within a culture of providing value and innovation with exceptional client service.

We can assure you that reasonable diligence has been exercised in the preparation of this SOQ and all contents of this document are true, accurate and complete to the best of our Principal's knowledge. No exceptions are taken to the contents of the RSOQ, and we comply with the terms and conditions of the sample contract. We look forward to building upon our relationships and ask that you select B&N as your consultant of choice.

Respectfully Submitted,



Jason Pagnard, PE #47958
Vice President/Principal
p. 602.244.8100 x5332
e. Jason.Pagnard@burgessniple.com
w. BurgessNiple.com



Nick Hall, PE #67637, RSP #211
Project Manager
p. 928.267.3943
e. Nick.Hall@burgessniple.com
w. BurgessNiple.com

Table of Contents

Traffic Engineering.....1

A. General Information.....1

B. Experience and Qualifications of the Firm and Key Personnel 1

C. Proposed Project Approach.....4

D. Value Added Knowledge and Experience 4

Professional Drone Services 6

A. General Information.....6

B. Experience and Qualifications of the Firm and Key Personnel 6

C. Proposed Project Approach.....9

D. Value Added Knowledge and Experience 9

Traffic Engineering

A. General Information

Expertise At-Hand

B&N is a privately held Ohio corporation. The corporate headquarters are located in Columbus, Ohio. B&N serves Arizona government agencies from offices located in Flagstaff and Tempe. The Arizona offices are registered with the board of technical registration and operate under the registration number 13895.

The staff and their respective registrations that will be involved with this category of the on-call contract are:

- Jason Pagnard PE # 47958, Principal-in-charge
- Nick Hall PE #67637, RSP #211, Project Manager
- Matt Wilson, PE #64030, PTOE #4770 Traffic Lead

Nick Hall, PE, RSP will be your Project Manager and leads our Flagstaff office. He has a deep understanding of the City's needs, history, and culture, previously working for Yavapai County and living in Prescott Valley. Matt Wilson, PE, PTOE will be the traffic lead and subject matter expert in this discipline. Both Nick and Matt have significant background in public sector traffic engineering, including review and impact negotiation with private development interacting with public infrastructure. Nick and Matt are currently working together assisting Coconino County on the Bellemont Traffic Modeling Project, where regional impacts from seven separate developments are being analyzed for traffic impacts and proportional sharing of costs to address these impacts.

We have reviewed the anticipated needs of the traffic engineering category and are prepared to deliver quality work on all tasks described. We are also capable to provide the City additional traffic engineering services including HSIP application development, traffic impact analysis and traffic impact statement review, and evacuation studies. If traffic counts are needed, we will contract with trusted firms with whom we have previously partnered.

B. Experience and Qualifications of the Firm and Key Personnel

Experience to Enhance Your Projects

Prescott is soliciting professional traffic engineering services due to general traffic needs, increasing population, new development, and shifting of bottlenecks. The City population grew by 15% between 2010 and 2020. The Deep Well Ranch and adjacent developments on the north side of the City are adding and will continue to add numerous trips to the already congested corridors of SR 89 and Willow Creek Road. The primary routes to access the City are State Route (SR) 69, 89, and 89A, which have all experienced substantial improvements over time, allowing more traffic to access the City. Terrain and land ownership greatly impact the ability to widen current infrastructure or build alternate routes. Innovation in traffic management and technology can provide relief to traffic within the City. B&N has a history of successfully helping City's navigate these challenges. B&N can also help with other challenges including securing funding through grant application writing (HSIP, FLAP, etc.) and evacuation studies/plans to provide ingress/egress to communities in event of fire or flooding.

Nick Hall, PE #67637, RSP #211

Project Manager

9 Years Exp / 1 Year with Firm

B&N Flagstaff Office

**BURGESS & NIPLE**

Nick has nine years of experience in transportation from three distinctive perspectives: as heavy civil contractor, an agency lead engineer and as a consultant. He understands the intricate interactions between these three parties and how to properly plan and partner for a successful project. Additionally, his expertise includes roadway design, accessible pedestrian facility design, traffic analysis, pavement evaluation, management and design, construction management, stakeholder engagement and cost estimating. Nick leads our Flagstaff office and will be readily available to City staff. Nick will supervise all aspects of the project and partner with the City Project Manager to deliver quality work.

Nick passionately advocates for road safety. He understands that not all solutions can be applied to all issues; a tailored approach to address the specific needs of a site and its users should be developed to provide the greatest benefit. He has worked with Coconino County and City of Flagstaff to develop traffic calming solutions that enhance safety without impacting snow removal, solid waste collection, and other necessary operational tasks. He previously taught the CENE 420, Traffic Signals and Studies lab at Northern Arizona University. While serving as Assistant County Engineer for Coconino County, Nick was responsible for the duties of the transportation planner and reviewed several hundred permit applications and numerous traffic studies. Nick worked with developers to mitigate vehicular traffic impacts and address increased pedestrian and bicycle traffic through safety improvements.

Relevant Experience

- **Coconino County, Bellemont Ongoing Traffic Studies for Developments** – Project Manager
- **Coconino County, Bellemont Safety and Access Improvement-** Assistant County Engineer

Matt Wilson, PE #64030, PTOE #4770

Traffic Lead

10 Years Exp / <1 Year with Firm

B&N Tempe Office

**BURGESS & NIPLE**

Matt has extensive municipal multimodal project experience as both the project owner and consultant, through design, operations, and maintenance. Matt has over 10 years of experience. Joining B&N in April 2022, Matt leads B&N's Arizona Traffic Engineering Group. In Matt's previous role as Deputy Director for the City of Phoenix's Traffic Services Division, he was responsible for the installation, operation, and maintenance of all traffic control devices citywide including roundabouts, traffic signals, ITS, streetlights, and pedestrian and bicycle facilities. He also provided traffic engineering services in all project design, inspection of constructed facilities, oversight of ROW permitting, and traffic control plan review. Matt served as principal overseeing projects from the Streets' Comprehensive Roadway Safety Program, Office of Pedestrian Safety, Arterial Systems Management, and Traffic Operations and Neighborhood Traffic programs. He has worked as a liaison with agencies such as MCDOT, ADOT, MAG and to the municipalities that border Phoenix.

Matt will serve as the Traffic Lead and conduct traffic engineering design at all project phases and analysis of proposed alternatives. In private practice experience, he has completed dozens of traffic design projects including signal design, pavement marking and signing, and temporary traffic control.

Relevant Experience

- **MCDOT, Northern Parkway** – Traffic Engineer
- **Coconino County, Bellemont Ongoing Traffic Studies for Developments** – Traffic Engineer
- **City of Peoria, Traffic Engineering On-call** – Lead Traffic Engineer, Task Order Manager
- **City of Phoenix, 3rd and 5th Avenues Active Transportation Improvements** – Supervising Traffic Engineer
- **Valley Metro, Tempe Streetcar** – Lead Traffic Engineer

Bellemont Ongoing Traffic Studies for Developments

Coconino County



RELEVANT FEATURES

- ➔ Traffic Modeling
- ➔ Impact Analysis
- ➔ Access Management

B&N conducted a regional traffic impact study to assess the infrastructure needs to support multiple, rapidly progressing development projects for the community of Bellemont. The study evaluated traffic intersection control alternatives, signal warrant analysis, access management strategies and effectiveness. B&N assisted the County with determination of proportional allocation of infrastructure costs to individual development projects. B&N has served the County as technical advisors in negotiation and review of development site permit and land use applications.

Reference Information:

Christopher Tressler
(928) 679-8317
CTressler@coconino.az.gov

Traffic Engineering On-Call City of Peoria



RELEVANT FEATURES

- ➔ Traffic Studies & Analysis
- ➔ Traffic Engineering Design
- ➔ Safety and Crash Analysis

B&N has completed one task order and has two active task orders under this two-year traffic engineering on-call contract. The tasks include traffic engineering design and preparation of construction plans, complex traffic analysis involving origin-destination analysis, weaving analysis, traffic calming, and review of adaptive traffic signal control performance.

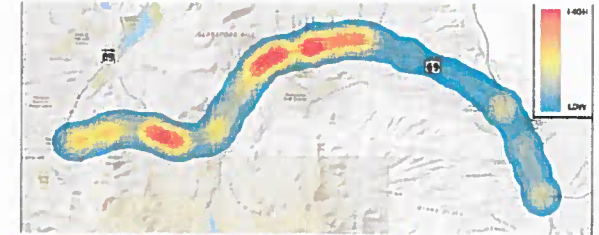
B&N is also conducting crash and safety analysis for identification of effective countermeasures to support grant applications for HSIP and other eligible regional funding sources.

Reference Information:

Chris Lemka
(623) 773-7260
Chris.Lemka@peoriaaz.gov

Regional Strategic Transportation Safety Plan (RSTSP)

Northern Arizona Council of Governments



RELEVANT FEATURES

- ➔ Safety Analysis
- ➔ Grant Applications

B&N performed a large-area, federally funded transportation safety study spanning NACOG, CYMPO, and FMPO. The plan addresses safety from a holistic, regional perspective to reduce the risk of death and serious injury to all transportation users. B&N used GIS software to facilitate an online review of crash data. We identified locations for potential HSIP-eligible projects using GIS software and assisted NACOG with HSIP application preparation. B&N established a framework of strategies and performance measures that are consistent with the Arizona State Highway Safety Plan (SHSP). B&N developed unique implementation plans for each agency.

Reference Information:

Chris Bridges
(602) 320-1517
Christopher.Bridges@goodyearaz.gov

C. Proposed Project Approach

Tailored Approach, Client Focus

While each task will have a unique set of challenges and issues, B&N's approach will include a common set of steps to ensure quality results:

- Nick will conduct a site visit upon notification of task selection.
- Nick will facilitate a project scoping meeting with key B&N personnel and City Staff to determine the scope of the project and explore unique value areas B&N can provide.
- Nick will submit scope and fee proposal to City staff for review within one week after the scoping meeting.
- Nick will conduct a project kick-off meeting upon receiving notice to proceed.

B&N has the capability to right-size staffing for any project, from a quick turnaround signing exhibit to an in-depth regional analysis. Once the scope and fee have been agreed upon, B&N will proceed immediately to working on your project. Just as B&N will be available to City Staff at a moment's notice, the project team's relationships will provide for immediate and cohesive action to deliver the products and services needed for each request. Timelines for emergency projects can be shortened drastically, and design can begin the day the project has been conveyed to B&N.

Projects will include public outreach as agreed upon between the City and B&N, and design reviews will be provided at 30%, 60% and 90% stage submittals. B&N has the ability to produce all required documents for construction, including plans, specifications, and estimates. B&N will create bid tabulations, solicitation notices, addendums, and other documents as appropriate. We have successfully delivered projects to agencies for construction through CMAR, JOC and design-bid-build procurements. Additionally, B&N can produce design products in both the Bentley and AutoDesk product lines, allowing the City to choose preference but also maintaining the ability to share documents with federal, state, and other agencies.

Our project manager, Nick Hall, is located in our Flagstaff office and will be readily available to the City. Matt is based in our Tempe office and is only a short drive away. B&N has a great expertise with virtual meetings,

utilizing this technology prior to 2020. This allows work sharing to be leveraged and provides us the ability to serve clients in numerous regions.

B&N's corporate technology platform is a virtual desktop environment (VDI). This VDI system removes friction in interoffice coordination, permitting us to easily engage B&N national expertise.

The B&N corporate office is located in Columbus, Ohio, with Arizona offices in Flagstaff and Tempe.

D. Value Added Knowledge and Experience

Northern Arizona Experts

We are familiar with local community needs, standards, historical challenges, local codes, and site conditions that are unique to Prescott and the surrounding area. As the territory's first capital, Prescott is rich in history. This provides for unique challenges when it comes to engineering, particularly in right-of-way and land rights where abandoned railroad alignments, mining claims, Fort Whipple, the Yavapai Prescott Indian Tribe, and Forest Service Boundaries interact with City projects. Like many cities in Arizona, the population of Prescott has been on the rise and is continuing to grow. Those who live and work in Prescott or are visiting represent a diverse population with diverse needs and concerns.

B&N has worked on projects of all sizes and is very familiar with the standards and regulations that will apply to the City's projects. We are also familiar with Yavapai County and Town of Prescott Valley standards, and are experts at coordinating with ADOT and other stakeholders.

The climate is another challenge that must be accounted for in projects. Construction seasons are limited by temperatures and precipitation, requiring schedules that are timely and realistic. Another facet of the climate challenge is snow removal operations and preventing ice accumulation. While at Coconino County, Nick served as Interim Road Superintendent during his time as Assistant County Engineer and worked to improve communication between maintenance and engineering departments. Safety improvements need to function throughout the year but also cannot inhibit snow removal.

While Nick was at Yavapai County, he designed the detection system upgrades at the intersection of Pioneer Parkway and Willow Creek Road, replacing the loop detectors with video detection cameras as part of the mill and overlay project.

B&N is a nationwide firm with offices in twelve states and the District of Columbia. As of October 2022, B&N has 545 open contracts with 191 government agencies. Within Arizona, B&N specializes in services for state and local agencies and has 19 open contracts with 7 government agencies. A detailed list of these projects can be provided upon request.

B&N has been operating in Arizona since 1984 and added the Flagstaff location in June 2022. Our expertise focuses on transportation planning, scoping, and design, traffic engineering, and utility infrastructure design.

B&N has not yet completed a project with the City of Prescott, but has completed projects for CYMPO, Yavapai County and Prescott Valley. We look forward to this opportunity to partner together to deliver our traffic engineering services for the community. Our team carries extensive municipal knowledge, including metropolitan and rural Arizona municipalities. We have completed work with Coconino County, Maricopa County, City of Mesa, and City of Peoria and are commencing work with the City of Flagstaff and City of Winslow.

We ask that you select B&N for your On-Call Professional Services Traffic Engineering Category.

Professional Drone Services

A. General Information

Cutting Edge Technology

B&N is a privately held Ohio corporation. The corporate headquarters are located in Columbus, Ohio. B&N serves Arizona government agencies from offices located in Flagstaff and Tempe. The Arizona offices are registered with the board of technical registration and operate under the registration number 13895.

The following are the list of staff and their respective registrations that will be involved with this category of the on-call contract:

- Jason Pagnard PE # 47958, Principal-in-charge
- Nick Hall PE #67637, RSP #211, Project Manager
- Cierra Clement, EIT #013148, Drone Pilot No. 4506072r
- Rachel Feeck, EIT #013013, Drone Pilot No. 4557717

Nick Hall, PE, RSP will be your Project Manager and leads our Flagstaff office. He has a deep understanding of the City's needs, history, and culture, previously working for Yavapai County and living in Prescott Valley. Cierra Clement and Rachel Feeck are both licensed drone pilots and will execute all drone related work required. Both have completed numerous projects in a variety of locations across Arizona including construction inspection and data capture and processing.

B&N is proud to be an early adopter and recognized champion for the use of drone technology in the delivery of professional engineering services. Since 2018, we have been utilizing drone technology to derive better outcomes by enhancing safety in asset inspections, decreasing disruption during site surveys, increasing efficiency and economic data capture.

We have reviewed the anticipated needs of the professional drone services category and are prepared to deliver quality work on all tasks described. We are also capable to provide the City additional professional drone services including leak detection through thermal imaging, site security assessments, and near-miss assessments. If ground control needs to be established for a task, we will contract with trusted firms with whom we have previously partnered

B. Experience and Qualifications of the Firm and Key Personnel

Resources Above the Crowd

We specialize in the capture, management and dissemination of data, affording our clients easy and manageable ways to access the information they require. We utilize the latest Geographic Information Systems (GIS) software and generate Building Information Management (BIM) compliant products.

We champion the use of drones in a responsible manner. We combine professionally qualified pilots and surveyors with state-of-the-art drone technology to conduct surveys, using the safest drone platforms and sensors available for accurate data capture. Our aerial surveys are conducted alongside ground-based data capture methods, such as static scanning, mobile mapping and traditional topographical and utility surveys, to ensure the correct deliverable for the project.

Our fleet of 11 drones and 20 FAA (Federal Aviation Administration) certified pilots can provide a wide range of services to meet any project need, including:

- All aspects of flight planning and data collection
- Topographic mapping: CAD & GIS
- Ortho-photography
- Digital Terrain Modeling
- Point cloud generation and classification
- Site videos
- 3D reality models
- Thermal Imaging

Our pilots offer both manual flight operations as well as autonomous flights utilizing pre-programmed flight plans which can be repeated to generate a time lapse of changing ground conditions and construction progress. Our pilots have a deep understanding of the applicable standards and regulations and know how to obtain proper airspace authorization.

Nick Hall, PE #67637, RSP #211

Project Manager
9 Years Exp / 1 Year with Firm
B&N Flagstaff Office

**BURGESS & NIPLE**

Nick has nine years of applicable experience in transportation from three distinctive perspectives: as heavy civil contractor, an agency lead engineer and as a consultant. He understands the intricate interactions between these three parties, and how the needs of one party should be considered in the deliverables of another. Nick leads our Flagstaff office and will be readily available to City staff. Nick will supervise all aspects of the project and partner with the City Project Manager to deliver quality work.

Nick has utilized drone data in design across numerous projects and understands the availability of detail and the need to right-size files for use. His expertise includes roadway design, accessible pedestrian facility design, traffic analysis, pavement evaluation, management and design, right-of-way, land acquisition, construction management, stakeholder engagement and cost estimating.

Relevant Experience

- **Coconino County, Bellemont Traffic Modeling**
– Project Manager
- **Coconino County, Snow Bowl View Circle Safety Improvements** – Project Manager
- **Coconino County, Emergency Event Support**
– Project Manager

Cierra Clement, EIT #013148

Drone Pilot No. 4506072r
UAS Pilot/Engineer
2 Years Exp / 2 Years with Firm
B&N Tempe Office
BURGESS & NIPLE



Cierra has over two years of experience as an Engineer in Training in the B&N Utilities Infrastructure group. She is a licensed FAA Unmanned Aircraft Systems (UAS) Pilot and provides UAS services to local agencies. With over 165 hours of flight time, she has experience in utilizing UAS data captured to render 3-D models and input into traffic safety studies.

Relevant Experience

- **MAG, Near Miss Drone Video Capture and AI Analysis** – Drone Pilot
- **City of Phoenix, Lift Station 77 Drone Aerial Photography** – Drone Pilot
- **City of Phoenix, 91st and 23rd Ave Wastewater Treatment Plant Drone Aerial Photography** – Drone Pilot

Rachel Feeck, EIT #013013

Drone Pilot No. 4557717
Project Manager
3 Years Exp / 3 Years with Firm
B&N Tempe Office
BURGESS & NIPLE



Rachel has over three years of experience as an Engineer in Training in the B&N Transportation Scoping and Design group. She is a licensed FAA UAS Pilot and provides UAS services to local agencies. Her expertise includes field media capture, feasibility assessment, and managing large data sets. Rachel has experience preparing field data for digital integration, including balancing survey results for response biases. Rachel passed the PE exam in 2022 and can become licensed in June 2023.

Relevant Experience

- **MAG, Near Miss Drone Video Capture and AI Analysis** - Drone Pilot
- **FMPO, Transit Onboard Survey** - Lead Analyst
- **MAG, RTP Freeway Support Services** - Junior Engineer

**91st Ave and 23rd Ave.
Wastewater Treatment Plant Aerial
Drone Capture**
City of Phoenix



RELEVANT FEATURES

- Inspection
- Orthomosaics
- Data Capture & Analysis

B&N provided aerial drone footage to the City of Phoenix Water Services Department (WSD) for both of the 91st Avenue and 23rd Avenue Wastewater Treatment Plants. The flights were conducted to capture updated aerial imagery and mapping for a facility inspection project that was being done in tandem with the drone flights. The orthomosaics were geolocated and provided staff with high quality aerials to support the field inspections. All drone flights and post processing were done internally through B&N staff.

Reference Information:

Cristina Nieves, (602) 534-3951,
Cristina.Nieves@phoenix.gov

**Non-Motorized Users Safety Analysis Pilot
Through Drone Data Collection and Video
Analytics**

Maricopa Association of Governments



RELEVANT FEATURES

- Video Capture
- Artificial Intelligence (AI)
- Data Capture & Analysis

B&N participated in a pilot program for MAG that utilized drones and AI to assess near-miss conflicts involving vehicles, pedestrians, and bicyclists at three intersections with light rail stations. B&N drone pilots utilized a drone to capture eight hours of video a day, over 6 weeks for approximately 150 hours of high-quality video data. B&N coordinated with MAG, the City of Phoenix, City of Tempe, and local transit provider Valley Metro for the date, time, and location of drone video data collection. The collected video was then sent to a vendor to perform video analytics using computer vision and AI technology for near-miss conflicts.

Reference Information:

Shuyao Hong, (602) 759-1847,
SHong@azmag.gov

**City of Phoenix, Aerial Drone Services for
Lift Station 77**

City of Phoenix



RELEVANT FEATURES

- Inspection
- Orthomosaics
- Data Capture & Analysis

B&N provided aerial drone footage to the City of Phoenix Water Services Department (WSD) for the newly constructed Lift Station 77. The flight took place in the middle of construction, not only of the Lift Station but the surrounding semi-conductor facility. B&N was able to capture the entire lift station and related infrastructure prior to backfilling the site and provided WSD with a 3-D model of the site. The images, videos and 3-D model will be used as a means of asset inspection and construction monitoring in the future. B&N was able to complete the drone flight within challenging time constraints and a quick schedule all while delivering a high-quality product.

Reference Information:

Marcel Begay, (469) 394-3433,
Marcel.Begay@phoenix.gov

C. Proposed Project Approach

Tailored Approach, Client Focus

While each task will have a unique set of challenges and issues, B&N's approach will include a common set of steps to ensure quality results:

- Nick will conduct a site visit upon notification of task selection.
- Nick will facilitate a project scoping meeting with a B&N UAS pilot and City Staff to determine the scope of the project and explore unique value areas B&N can provide.
- Nick will submit scope and fee proposal to City staff for review within one week after the scoping meeting.
- Nick will conduct a project kick-off meeting upon receiving notice to proceed (NTP).

B&N has the capability to right-size staffing for any project, from a quick turnaround signing exhibit to an in-depth regional analysis. Once the scope and fee have been agreed upon, B&N will proceed immediately to working on your project. Just as B&N will be available to City Staff at a moment's notice, the project team's relationships will provide for immediate and cohesive action to deliver the products and services needed for each request. Timelines for emergency projects can be shortened drastically, and design can begin the day the project has been conveyed to B&N. Once the scope of the task has been communicated, our team will immediately begin securing clearances to fly and verifying the airspace for allowable height ceilings. If special clearance is required, the typical turnaround time to receive clearance is 3-4 weeks. The engineer may need written documentation from the City verifying the need for the drone flight in restricted airspace. If not in restricted airspace, we typically receive clearance instantly from the FAA.

Deliverables will be curtailed to the individual project's needs. We can provide image files, point cloud data, and 3D surface models in various formats. B&N produces design products in both the Bentley and AutoDesk product lines, allowing the City to choose preference but also maintaining the ability to share documents with federal, state, and other agencies. We frequently generate deliverables to be integrated into ArcMap as well.

Our project manager, Nick Hall, is located in our Flagstaff office and will be readily available to the City. Cierra and Rachel are based in our Tempe office and is only a short drive away. B&N has a great expertise with virtual meetings, utilizing this technology prior to 2020. This allows work sharing to be leveraged and provides us the ability to serve clients in numerous regions.

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D. Value Added Knowledge and Experience

Drone Services Across the State

We are familiar with local community needs, standards, historical challenges, local codes, and site conditions that are unique to Prescott and the surrounding area. As the territory's first capital, Prescott is rich in history. This provides for unique challenges when it comes to engineering, particularly in right-of-way and land rights where abandoned railroad alignments, mining claims, Fort Whipple, the Yavapai Prescott Indian Tribe, and Forest Service Boundaries interact with City projects. Like many cities in Arizona, the population of Prescott has been on the rise and is continuing to grow. Those who live and work in Prescott or are visiting represent a diverse population with diverse needs and concerns.

B&N has worked on projects of all sizes and is very familiar with the standards and regulations that will apply to the City's projects. We are also familiar with Yavapai County and Town of Prescott Valley standards, and are experts at coordinating with ADOT and other stakeholders. We also understand the requirements for working around airports and will be prepared for work near Prescott Municipal Airport.

The climate is another challenge that must be accounted for in projects. Construction seasons are limited by temperatures and

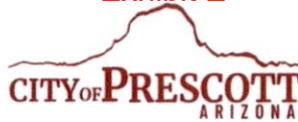
precipitation, requiring schedules that are timely and realistic. Another facet of the climate challenge is snow removal operations and preventing ice accumulation. While at Coconino County, Nick served as Interim Road Superintendent during his time as Assistant County Engineer and worked to improve communication between maintenance and engineering departments. Safety improvements need to function throughout the year but also cannot inhibit snow removal.

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We ask that you select B&N for your On-Call Professional Services, Professional Drone Services Category.



Contract Amendment No. One (1)
FY24-29 Public Works On-Call Professional Services

Contractor: Burgess & Niple, Inc.

Contract No: 2024-005

Account No(s): Various

May 15, 2024

Purpose of Amendment:

To extend the contract term one additional year, from a current expiration date of June 30, 2024.

The following changes shall be made to the Contract Documents:

Extend term to expire June 30, 2025.

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	\$ 150,000.00
Net Change this Amendment (extend only)	\$ -
Amended Contract	\$ 150,000.00

Original Expiration Date	June 30, 2024
Amended Expiration Date	June 30, 2025

Accepted by:

Burgess & Niple, Inc. Jason Pagnard, Vice President

May 30, 2024

Date

Gwen

Digitally signed by

Gwen Rowitsch

Date: 2024.05.30

12:36:27 -07'00'

Approved by:

Rowitsch

Gwen Rowitsch, Public Works Director

Date

Attest:

Sarah M. Siep, City Clerk

5/31/24

Date

Approved as to Form:

Joseph D. Young, City Attorney

5/31/2024

Date

Copy to: Public Works

City Clerk



Contract Amendment No. Two (2)
FY24-29 Public Works On-Call Professional Services

Contractor: Burgess & Niple, Inc.

Contract No: 2024-005

Account No(s): Various

May 6, 2025

Purpose of Amendment:

To extend the contract term one additional year, from a current expiration date of June 30, 2025.

The following changes shall be made to the Contract Documents:

Extend term to expire June 30, 2026.

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	\$ 150,000.00
Amendment 1 (extend only)	\$ -
Net Change this Amendment (extend only)	\$ -
Amended Contract	\$ 150,000.00

Original Expiration Date June 30, 2024

Amended Expiration Date June 30, 2026

Accepted by:

Burgess & Niple, Inc.

5/6/2025

Date

Gwen

Rowitsch

Digitally signed by

Gwen Rowitsch

Date: 2025.05.06

13:55:52 -07'00'

Approved by:

Gwen Rowitsch, Public Works Director

Date

Attest:

Sarah M. Siep, City Clerk

5/7/25

Date

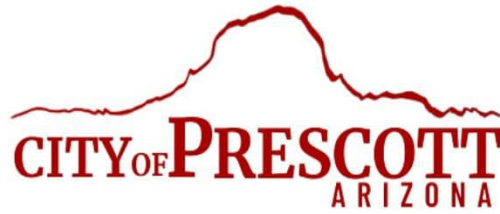
Approved as to Form:

Joseph D. Young, City Attorney

5/7/25

Date

Copy to: Public Works
City Clerk



Contract Amendment No. Four (4)
On-Call Professional Services FY24-FY29
Contractor: Burgess & Niple, Inc.
Contract No: 2024-005
Account No(s): Various
March 31, 2026

Purpose of Amendment:

To extend the expiration date to June 30, 2027.

Changes to Contract Documents

Extend the expiration date to June 30, 2027.

All other terms of the contract remain the same.

Summary of Changes:

<i>Description</i>	<i>Contract Amount</i>
Original Contract	\$150,000.00
Amendment 1: Time Extension	\$0.00
Amendment 2: Time Extension	\$0.00
Amendment 3: Add Funds for FY2026 Use Only	\$38,715.00
Amendment 4: Time Extension	<u>\$0.00</u>
Amended Contract	\$150,000.00

Original Contract Expiration Date: June 30, 2024

Amended Contract Expiration Date: June 30, 2027

Accepted By:



AUTHORIZED SIGNATURE (FULL NAME)

Jason Pagnard

PRINTED FULL NAME

Vice President

TITLE

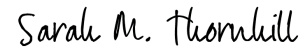
Burgess & Niple, Inc.

VENDOR

April 9, 2026

DATE SIGNED

ATTEST:



SARAH M. THORNHILL, CITY CLERK

4/22/2026

DATE SIGNED

Approved By:

Gwen
Rowitsch

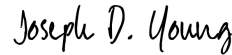


Digitally signed by Gwen
Rowitsch
Date: 2026.04.16 10:31:35
-07'00'

GWEN ROWITSCH, PUBLIC WORKS DIRECTOR

DATE SIGNED

APPROVED AS TO FORM:



JOSEPH D. YOUNG, CITY ATTORNEY

4/22/2026

DATE SIGNED



Request for State of Qualifications

For

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

DUE DATE: OCTOBER 27, 2022

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

C. Ashley Couch

REQUEST FOR STATEMENT OF QUALIFICATIONS

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide FY24-29 Public Works On-Call Professional Services. Only persons or firms capable of providing the requested discipline categories of professional services will receive consideration. Firms can submit for one or more categories in a single response. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter of the Statement of Qualifications.

BID OPENING: Thursday, October 27, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQ will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: September 4, 2022, September 11, 2022, and September 18, 2022

REQUEST FOR STATEMENT OF QUALIFICATIONS

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

TABLE OF CONTENTS

I.	GENERAL INFORMATION	4
	A. DESCRIPTION OF WORK.....	4
	B. REQUESTS FOR INFORMATION.....	8
II.	STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	8
III.	EVALUATION CRITERIA.....	10
	A. GENERAL INFORMATION.....	11
	B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL	11
	C. PROPOSED PROJECT APPROACH	11
	D. VALUE ADDED KNOWLEDGE AND EXPERIENCE	11
	E. OVERALL EVALUATION.....	12
IV.	EVALUATION AND SELECTION PROCESS	12
	A. OVERVIEW.....	12
	B. FINAL RANKING AND CONTRACT NEGOTIATION	12
	C. TERM OF CONTRACT	13
	D. TERMINATION OF CONTRACT	13
	E. COOPERATIVE USE OF CONTRACT	13
	F. PROTEST POLICY	13
V.	ATTACHMENTS	13

I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Statement of Qualifications (SOQ) for performing various on-call professional services beginning Fiscal Year (FY) 2024 through FY 2029. The requested categories of professional services are provided in the Description of Work.

Multiple contracts for on-call professional services may be awarded to multiple firms in a service area. Successful firms may be selected for one or more professional service category, as applied. Contracts shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. All contracts will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The value of these contracts will vary based on projected City needs, available budget, and the selected categories. The award of a contract is not a guarantee of work. There is no specific list of projects at this time. A copy of the City’s Five-Year Capital Improvements Plan is attached to this request as an example of the type of projects that could be assigned and is strictly for informational purposes only.

To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience in the service categories for which they apply. The City will not accept qualifications at this time for any categories not listed under this request.

The City will apply a one-step process to select the successful firms under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list. A separate final list will be determined for each category of professional services. If a firm submitted qualifications for more than one category of professional service, the firm may be on more than one final list. Each final list will consist of not less than three (3), depending on submissions for that category but no more than five (5) of the highest ranked firms. As project needs arise, firms from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

A. DESCRIPTION OF WORK

Professional, technical and advisory services are periodically needed for projects as identified by the City. Projects may include, but are not limited to, new construction, building and infrastructure renovations, planning and systems design. Tasks may include, but are not limited to, program review, cost estimating, schematic design, design development, specifications, document preparation, meeting participation, and other pre- and post-construction activities. The descriptions provided are an example of the type of work required in each category. The actual assignment of tasks may vary, and no guarantee is made as to the quantity of work to be awarded.

The following categories of professional service are included in this request. The City will not accept qualifications for any category of service not identified at this time.

- 1) CADD Services: Services may include providing exhibits, conceptual and/or final detailed drawings utilizing Computer-Aided Design, and Drafting (Auto-CADD). Provide 3-D modeling (e.g., Civil 3D) for site layout, roadway design, and utility design. Services include both CADD and design services on a project-by-project basis. This may include preparation of preliminary or final construction bid documents for various capital improvement projects or other public works projects.

- 2) **Inspection Services:** Services may include construction inspection for the development of public or private facilities; conduct inspections of sewer, water and storm drain lines and laterals; schedule inspections, testing, walk-through, and sequence of work with outside contractors and City staff. Inspect grading activities, asphalt, curb and gutter, sidewalk, bike trails, and landscaping; inspect all backfill operations; inspect signage and pavement markings; measure construction quantities and verify contractor applications for payment; issue field reports; work with field personnel to address construction issues/concerns and review as-built drawings for accuracy. Provide written daily reports of inspections performed.
- 3) **Engineering Plan Review Services:** Services may include engineering plan review under the supervision of the Public Works Director or Assignee. Services may include review of subdivision plats, residential and commercial developments, technical reports and civil plans, construction plans for water, sewer, paving, grading, drainage, street and traffic lights using applicable City and industry codes that have been adopted by the City. Plan reviews may include both private development and capital improvement program projects. A workstation may be provided by the City.
- 4) **Environmental Engineering Services:** Services may include environmental impact assessment and permitting, natural resources management, Brownfield's Grants, Phase 1 and Phase 2 investigations, remediation management, regulatory permit application and negotiation, cultural resources management, environmental compliance, aquatic sciences, landfill post closure, and transfer station operation, expansion, and design. Assist the City with standard environmental audits, permits, and compliance, as well as, more specialized requests, including lake and watershed modeling, GIS, risk assessment, and expert witness and litigation support. Services may also include support for carrying out activities related to the Stormwater Management Program, including but not limited to, analytical monitoring, outfall inspection, post-construction BMP inspection, facilities inspection, and limited public relations/outreach print media services. Lake monitoring, management, and treatment.
- 5) **Archaeological Services:** Provide a broad range of cultural resource management services related to archaeological site analysis. Services may include but are not limited to consultations, field surveys, site testing and evaluation, literature searches, records reviews, data recovery excavations, laboratory analysis, mitigation planning, cultural resource survey, exploratory excavation, report writing, site mitigation and reporting, coordination with regulatory agencies, permitting, national site registration, and construction monitoring.
- 6) **Subsurface Utility Engineering:** Services may include records research of existing subsurface and overhead utilities, field investigation, utility locating, designating, searching and tracing, utility depiction, utility coordination, electronic 3-D (e.g. Civil 3D) utility mapping of traceable and untraceable subsurface utilities in accordance with Quality Levels as defined by the CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

- 7) Foundation and Structural Design: Services may include conceptual designs, structural alternatives and estimates, structural assessment of existing walls, buildings, bridges, and other structures. Services may also include final designs, plans and estimates, final structural reports, load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.
- 8) Landscape Architect: Services may include design and review of master plans, conceptual planning, street tree master plans, tree inventory, trail design, river corridor and riparian studies, site designs, parks and public open spaces, streetscapes, bicycle and pedestrian pathway design, scenery planting and irrigation, green stormwater infrastructure siting and design.
- 9) Stormwater: Services may include analysis, calculations, reports, design, and plan preparation for a variety of stormwater drainage, flood control, and surface water quality related projects and infrastructure. Siting, permitting, and design of regional stormwater detention and aquifer recharge facilities.
- 10) Streetlight Design: Services may include photometric analysis, pedestrian and street lighting design and control, power distribution and emergency power systems for roadways, parking lots and other developments.
- 11) Surveying: Services may include topographic, boundary control, as-built, ALTA surveys, aerial mapping (including drone mapping services), survey ground control, construction staking, limited pot-hole survey services, right-of-way and easement investigation, and preparation of legal descriptions and exhibits.
- 12) Traffic Engineering: Studies and analysis may include speed, volume, classification, origin/destination, travel time, traffic signal warrant, traffic control, pedestrian and bicycle, crosswalk warrant, Safe Routes to School, crash/safety, and signal timing. Design could include Safe Routes to School, traffic signal, traffic calming, traffic control, signing and pavement marking and other safety improvements. Tasks may also include Intelligent Transportation Systems (ITS) design to include fiber network improvements, ITS equipment standards/specifications, and Traffic Management Center recommendations.
- 13) Transportation Engineering: Design may include roadway improvements, development infrastructure cost share calculations, master plan, transit, bicycle and pedestrian facilities and intersections, including roundabouts.
- 14) Wastewater Systems: Services may include engineering evaluations, professional recommendations, and completed designs for collection conveyance components, manholes, interceptors, gravity and force main piping, sewage lift stations, recharge and reuse conveyance, storage and pumping stations, waste generation and disposal systems, treatment components, treatment equipment evaluation and recommendations, treatment process improvements, chemical treatment additions and other related components.

- 15) Water Production and Treatment System: Services may include feasibility studies, well-treatment optimization studies, power studies, distribution systems, pump stations, water storage facilities and treatment design, and process improvements.
- 16) Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming: Services may include design and inspection services for electric power supply, control systems and equipment specifications; electrical evaluation and design, troubleshooting/testing, and emergency call-out support for City facilities. Services may also include design and programming of local SCADA systems, PLC programming and telemetry, SCADA security design/planning, auditing/testing and implementation.
- 17) Public Relations: Services may include media coordination, social media applications, mailings, brochures, and other graphics. Coordinate/host public meeting venues and events. Services may also include providing website, email, phone, and other communication links for the general public related to a variety of Public Works or other City applications and projects.
- 18) Geotechnical Engineering: Services may include field instrumentation and monitoring; review of background information such as relevant geotechnical reports, project plans, relevant publications, and other pertinent data; conducting field studies in order to assess the nature of the on-site geotechnical conditions including the subsurface soil characteristics and depth to groundwater; laboratory testing to assess the nature and behavior of soils; engineering analyses to address slope stability, liquefaction, soil swell and settlement, site response, landslides and slope stability, including landslide geometry and geologic structure; retaining wall design and foundation design; ground shaking, liquefaction, lateral spreading, and settlement; groundwater seepage and moisture intrusion; pavement mix design, structural sections and percolation rates; evaluation of analysis of earth movement and other geotechnical problems such as cracked slabs and foundations, soil settlement, expansive soils, retaining wall failure, pipe corrosion and leakage, concrete corrosion, moisture intrusion, landslides/slope movement, pavement distress, and erosion; construction and changed conditions claims; contaminated soil, contaminated groundwater, remediation and cost estimating, waste handling and disposal, asbestos, lead, and mold; ground settlement associated with soil compaction and collapsible soils, and expansive soil distress; and project design and construction reports.
- 19) Hydro-geological Engineering: Services may include aquifer impact and well feasibility studies; well abandonment services; well design and construction inspection/observation services during the drilling of new replacement wells; equipping existing wells with monitoring devices; constructing new ground water monitoring wells and equipping them with monitoring devices; and aquifer testing on existing wells.
- 20) Professional Drone Services: Services may include quality aerial photos, video, maps, and data captured by a vetted and experienced professional FAA Certified drone pilot and photographer. Services can include Construction Site Monitoring, Drone Inspection Services, Orthomosaics and Aerial Survey, Data Capture and Analysis. The firm must have a sUAS operator certified as a FAA Part 107 Certified Remote Pilot

with recurrent training and certificate (if necessary), and each sUAS utilized in operations shall be properly registered with the FAA. Firm must demonstrate ability to obtain proper airspace authorization for each sUAS project and aircraft, including experience within the Prescott Regional Airport restricted airspace. Provide experience and understanding in complying with FAA regulations and operational safety procedures. Provide experience, understanding, and capability of providing survey-accurate ground control for deliverables utilized in engineering design work, producing 3D models and earthwork volume calculations, producing geolocated orthophotos, producing 1' accuracy topography, and producing high quality photos and construction inspection videos of project areas and corridors.

B. REQUESTS FOR INFORMATION

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

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
433 N. Virginia St., Prescott, AZ 86301
LaTona.Jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, October 20, 2022. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, October 24, 2022. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. General Requirements

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

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

- Cover letter indicating interest in providing services. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter.
- Location of the firm
- Area(s) of interest
- Statement of the firm's understanding of the purpose and scope of the applied service category

- Description of specific technical capabilities, qualifications, and years of prior experience for each applied service category
- Brief resume for key project team members outlining their credentials and experience for each applied service category
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated for each applied service category. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project.
- Description of how the firm would approach, manage, and complete related projects for each applied service category
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by firms or individuals
- List and provide a brief description of projects currently under contract with other government agencies

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. Proprietary Information

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

C. Submittal Requirements

Statements shall be submitted as one original (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The SOQ shall be limited to no more than five (5) pages for each applied area of interest within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed per applied category which may include graphs, charts, photos, or additional resumes. Tabbed divider pages are recommended to separate the applied areas of interest. Front and back covers, table of contents, and tabbed divider pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the SOQ. The cover letter shall clearly identify the category or categories of service for which the firm wishes to be considered. The letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the firm with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

Do not include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

D. Delivery of Submittals

Sealed SOQs will be received **before 2:00pm on Thursday, October 27, 2022**, at the City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Statement of Qualifications:
FY24-29 Public Works On-Call Professional Services
Due before 2:00pm on October 27, 2022**

E. Minimum Team Qualifications

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service categories for which they apply. Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality,

completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION

10 points possible

- Brief overview of the firm and legal organization of the company
- Applicable licenses held
- Submission requirements met

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

40 points possible

- Demonstrated understanding of the purpose and scope of the applied service category
- Demonstrated years of experience, specific technical capabilities, and qualifications for the applied service category
- List of comparable projects for the applied service category with work performed and reference information
- Names and locations of the key personnel proposed for delivering services
- Brief resume for each key team member describing their experience, background, and notable projects

C. PROPOSED PROJECT APPROACH

10 points possible

A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Description of how the firm would approach, manage, and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches.
- Identify the location of the firm's principal office and local office (if applicable)

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your firm is particularly qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the applied service categories.
- List of projects currently under contract with other government agencies
- Specific experience of the firm within Arizona
- Specific experience of the firm with the City of Prescott

E. OVERALL EVALUATION

10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ evidencing interest in providing services
- Overall evaluation of the firm and its perceived ability to provide the required services

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the SOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its SOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the SOQs according to the criteria and weighting as indicated for each category. Following evaluation of the SOQs, a final list of the highest ranked firms will be determined for each service area. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the firms to generate a final list of at least three (3) but no more than five (5) firms for each professional service category. If a firm submitted qualifications for more than one type of professional service, the firm may be on more than one final list. The City will then notify each of the candidate firms of the final rankings.

Multiple contracts will be awarded to the successful firms on each final list. Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The City will determine the value of each contract based on projected City needs, available budget and the selected professional service categories.

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

As project needs arise, contracted firms may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

The contract resulting from this request shall commence on July 1, 2023, for an initial period of one (1) year. The terms of the contract will be subject to an increase of not more than 3% annually and could be renewed automatically annually for up to 4 consecutive years. The decision to renew shall be solely the City's. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

V. ATTACHMENTS

A. CITY OF PRESCOTT FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

B. SAMPLE PROFESSIONAL SERVICES AGREEMENT

Page No.	Description	Funding	FY2023 Budget	FY2024 Projection	FY2025 Projection	FY2026 Projection	FY2027 Projection	FY2028 Projection	Total
	Public Works								
	<u>Street Circulation</u>								
	Pioneer Parkway/Commerce Roundabout	S	1,000,000						1,000,000
	Miscellaneous Traffic Studies	S	400,000						400,000
	Prescott Library Sidewalk Improvements	S	366,681						366,681
	Intersection Signalization Project	S	220,000	20,000	200,000	20,000	200,000	20,000	680,000
	Sidewalk Repair and Replacement Program	S	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	Willow Creek Berm Improvement	S,GR	50,000	350,000					400,000
	Total		2,236,681	570,000	400,000	220,000	400,000	220,000	4,046,681
	<u>Street Reconstruction</u>								
	Penn Avenue and Eastwood Drive Reconstruction	S,W,WW	10,312,237	1,250,000					11,562,237
	Miscellaneous Streets Projects	S	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	McCormick/Sheldon Street Reconstruction - Gurley to Grove	S,W,WW		150,000	1,500,000				1,650,000
	W. Merritt Avenue Reconstruction	S,W,WW		250,000	2,275,000				2,525,000
	E. Willis Street Reconstruction	S,W,WW			450,000	2,500,000	2,500,000		5,450,000
	Gail Gardner Way Improvements	S			130,000	1,500,000			1,630,000
	Total		10,512,237	1,850,000	4,555,000	4,200,000	2,700,000	200,000	24,017,237
	<u>Street Preservation, Rehabilitation and Maintenance</u>								
	Pavement Preservation Program	S	10,000,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	52,500,000
	Total		10,000,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	52,500,000
	<u>Drainage</u>								
	Citywide Drainage Improvements Program	S,CC	840,000	600,000	600,000	600,000	600,000	600,000	3,840,000
	Carleton St Neighborhood Reconstruction and Drainage Imp	S			250,000	2,250,000			2,500,000
	Sheldon Street Drainage Improvements	S				100,000	1,000,000		1,100,000
	Total		840,000	600,000	850,000	2,950,000	1,600,000	600,000	7,440,000
	<u>Water Distribution</u>								
	Main Line Replacements	W,WW	2,250,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,750,000
	Mullen Way Water Main Extension	W,WW	495,000						495,000
	Zone 24/27 Water Pipeline Upsizing - Thumb Butte Road to Upper Thumb	W	134,525	1,500,000	1,850,000				3,484,525
	Green Lane and Yakashba Water Main Upsizing	W	50,000	500,000	5,670,000				6,220,000
	Buttermilk Drive Distribution System Loop	W	30,000	260,000					290,000
	Quaka Crossing - YPIT Water Main Upgrade	W		1,242,000					1,242,000
	Downtown Water Main Replacement Program	W		800,000	2,800,000				3,600,000
	SR69 Corridor Water Main	W		470,000	200,000	1,330,000			2,000,000
	Arrowhead Distribution System Loop	W		80,000	865,000				945,000
	Zone 61 Water Main Upgrade	S,W,WW			2,243,300	1,156,700			3,400,000
	North Airport Distribution System Loop	W			1,071,000				1,071,000
	Zone 40 and Zone 41 Water Main Upgrades	S,W,WW			145,000	1,450,000			1,595,000
	Wilkinson/Larry Caldwell Drive Water Main Upsizing	W				650,000			650,000
	Zone 42 Pipeline Upgrade	S,W,WW				175,000			175,000
	Zone 48 Distribution System Loop	W					500,000		500,000

Total		2,959,525	6,352,000	16,344,300	6,261,700	2,000,000	1,500,000	35,417,525
<u>Water Production</u>								
Water Production and Intermediate Pump Station, Tanks and Pipeline	W	25,947,888	5,000,000					30,947,888
Zone 56 Tank and Pipeline and Zone 7 Pump Station	W	8,554,080	2,300,000					10,854,080
Production Well No. 3 CV-Rehabilitation	W	2,618,253						2,618,253
Zone 52 Water Main Connect to Northwest Regional Tank	W	1,603,336						1,603,336
Zone 41 Mingus Pump Station, Tank and Pipeline	W	127,027	2,164,359	4,250,000	2,625,000			9,166,386
Production Well No. 6 AP - New	W		300,000	3,000,000				3,300,000
Zone 40 Cedarwood Tank Upsizing	W		225,000	750,000				975,000
Production Well No. 1 CV-Rehabilitation	W		200,000	3,000,000				3,200,000
Production Well No. 2 CV-Rehabilitation	W		200,000	3,000,000				3,200,000
Zone 30 Pump Station	W		200,000	2,181,000				2,381,000
Granite Creek and Willow Creek Dam Repairs	W		150,000					150,000
Upper Rancho Vista Pump Station Upgrade	W		145,000	880,000				1,025,000
Total		38,850,584	10,884,359	17,061,000	2,625,000	-	-	69,420,943

Water Quality

Watson Lake Improvements	W	375,000						375,000
Total		375,000	-	-	-	-	-	375,000

Wastewater Collections

Airport Ruger Road Trunk Main Extension	WW	3,275,000						3,275,000
Sundog Trunk Main, Phase C	W,WW	1,430,199	9,500,000	2,150,000				13,080,199
Slaughterhouse Gulch Sewer Improvement	WW	637,000						637,000
Willow Creek Gravity Sewer	WW	412,407	2,658,000	1,550,000				4,620,407
Yavapai Hills #1 Lift Station Rehabilitation	WW	256,121	2,100,000					2,356,121
Prescott Lakes Parkway Lift Station	WW	119,973	1,110,000					1,229,973
Willow Creek Trunk Main Upsize	WW		317,600	2,858,400				3,176,000
Montezuma Trunk Main Upsizing	WW		268,000	1,427,000				1,695,000
Willow Creek Road, Rosser St and Demerse St Area Sewer Main Upsize	WW		250,000	2,568,400				2,818,400
Hassayampa Sewer Trunk Main Upsizing	WW			275,000	2,812,000			3,087,000
Gurley, Sheldon, EZ Street and Roughrider Improvements	WW				542,000			542,000
5th Street, 6th Street and Hillside Sewer Main Upsize	WW					821,000		821,000
Montezuma and Gurley Street Improvements	WW					215,000		215,000
Shadow Valley Drive and Archers Path	WW					42,000		42,000
Sun Street Sewer Main Upgrade	WW						1,200,000	1,200,000
Peace Lane and Gail Gardner Way	WW						100,000	100,000
Total		6,130,700	16,203,600	10,828,800	3,354,000	1,078,000	1,300,000	38,895,100

Wastewater Treatment

Centralization - Sundog Equalization Basin and Plant Decommissioning	WW	800,000	1,500,000					2,300,000
Centralization - Effluent Tank, Pipeline and SR89 Widening (Dells)	WW	656,393	4,675,000	19,150,000	2,000,000			26,481,393
Centralization - Airport WRF Expansion, Phase 2	WW			1,000,000	10,000,000	7,750,000		18,750,000
Total		1,456,393	6,175,000	20,150,000	12,000,000	7,750,000	-	47,531,393

Facilities, Vehicles, Other Capital

Vehicle Replacements - carryover	N,WW,ENC	2,051,393						2,051,393
Vehicle Replacements	N,WW,ENC	2,187,000	2,669,000	2,611,000	2,369,000	2,334,000	2,115,000	14,285,000
Streets Division Snow Equipment Facility	S	1,092,000	1,080,000					2,172,000
Miscellaneous Water and Wastewater Projects	W,WW	600,000	550,000	550,000	550,000	550,000	550,000	3,350,000
Solid Waste Additional Fee Booth and Scales	SW	510,000						510,000
Impact Fee Ordinance Project	W,WW	300,000		5,500		5,500	325,000	636,000
Remote-Controlled Skid Steer	S	132,000						132,000
Water and Wastewater Models Update	W,WW	100,000					500,000	600,000
Pull Behind Concrete Mixer	S	43,200						43,200
Wastewater Golf Cart Replacement	WW	25,000						25,000
Whiskey Row Alley	S	28,303						28,303
Solid Waste Maintenance Building	SW	14,894						14,894
Transfer Station/Street Maintenance Yard Paving	S,SW		250,000					250,000
Transfer Station Master Plan	SW		200,000					200,000
Aerial, Digital Elevation Model, Contour	S,W,WW		110,000					110,000
Total		7,083,790	4,859,000	3,166,500	2,919,000	2,889,500	3,490,000	24,407,790

Total Public Works Requests	80,444,910	55,993,959	81,855,600	43,029,700	26,917,500	15,810,000	304,051,669
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Professional Services Agreement

**** Project Contract No. ****

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

WHEREAS the City completed the procurement process for professional services in accordance with the City’s Procurement Code and Arizona law; and

WHEREAS ** (hereinafter referred to as “Professional”), has expertise in providing ** services and is willing and able to provide professional services to the City for the project known and described as ** Project, Project No. ** (hereinafter referred to as “Project”).

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

- I. **PROJECT STANDARDS:** The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public’s health, safety, and welfare, in addition to improving the long-term value of the City’s infrastructure assets. The following standards shall govern all public and private improvements related to the Project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (“MAG”), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as “Standards”).
- II. **SCOPE OF SERVICES:** Professional shall provide the “Services” set forth on the attached Exhibit A Scope of Services in accordance with the terms and conditions of this Agreement. Services provided by the Professional shall include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in Exhibit A to the satisfaction of the City Public Works Director (hereinafter referred to as “Director”), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.
 - A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the

Professional may be required to undertake or perform a geotechnical investigation, materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.

B. The Professional shall, at all times, perform the required services consistent with the Standards and generally accepted engineering principles and design practices. In addition, the Professional shall:

1. Prepare the detailed Scope of Services for the Project as more specifically described in Exhibit A.
2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional's attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.
4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.
5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.
6. If requested by the City, provide the City with "Record" Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.
7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.
8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

III. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding

to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

- IV. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional's proposal to the City. The Professional shall not change key personnel, not utilize the listed key personnel, or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
- V. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as "Subcontractors") as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.
- VI. CONTRACT DOCUMENTS: The Request for Qualifications (if applicable), Scope of Work, Statement of Qualifications, Exhibit A including but not limited to the Professional's Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of **, 20**, Exhibit B- Certificates of Insurance and Required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

- VII. TIME OF COMPLETION; TERM: The Project involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in Exhibit A. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.
 - A. The Professional shall complete all Services within ** Calendar Days from the Contract Execution Date (located just before the signature page). If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.
 - B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written

assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

- C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment.

VIII. CONTRACT AMOUNT: The Contract Amount to be paid by the City to the Professional shall not exceed ** dollars and ** cents (\$**), based on the negotiated rates and actual cost reimbursement schedule as defined in Exhibit A.

- A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.
2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

- B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Contract Modification for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

- C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

- D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

- A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably

required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

- B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.
- C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
- D. Payment of the total amount provided for under Section VIII shall not relieve the Professional of its obligation to complete the performance of all Services.
- E. Should the City request in writing Additional Services beyond those specified in this Agreement and Exhibit A, then charges and payments will be made in accordance with Section XI.
- F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.
- G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless and until the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

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

XI. CHANGES IN WORK: The City may order extra work, or make changes by altering, or deleting any portion of the work as specified herein, as deemed necessary or desirable by the Director. All such work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

- A. Extra work shall be that work not indicated or detailed on the Professional's Scope of Work and/or not specified herein this Agreement. Such work shall be governed by all applicable provisions of the Contract Documents.
- B. In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.

- C. Payment for any change ordered by the Director which involves work essential to complete the Agreement, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
- D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change order issued by the Director, which shall indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- E. If the Professional claims that any instructions involve extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$25,000 must also be approved by City Council.

XII. INFORMATION PROVIDED BY THE CITY: The City shall provide to the Professional information regarding requirements for the Project including relevant budget information, overall Project schedules, identities of other Project participants, and related designs, drawings, and specifications. The Professional shall be entitled to rely on such information furnished by the City, provided that the Professional shall promptly notify the City, in writing, of any information that the Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

XIII. INTELLECTUAL PROPERTY: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Professional in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Professional agrees and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Professional hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. The Professional shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- A. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Professional in performing the Services and developed or acquired by the Professional prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by

Professional and its licensors. Professional hereby grants City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Professional. The Professional understands that the Intellectual Property and Pre-Existing Materials may be used by the City for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof, or for construction of the same type of project at other locations, by the City and others retained by the City for such purposes. The Professional may re-use any standard specifications and details included in the Intellectual Property that were not developed by the Professional specifically for the Project.

- B. This license shall extend to those parties retained by the City for Project purposes, including other professionals.
- C. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and Subcontractors. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project.
- D. Upon completion of the Project and/or termination of the Agreement for any reason, the Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by the Professional, including those generated by any suppliers, or Subcontractors.
- E. The City shall retain all rights and ownership of all documents, designs, drawings, maps, studies, specifications, other information and/or styles, including copies thereof, provided to the Professional by the City in relation to this Agreement and the Project. The Professional shall not utilize any such material in relation to any other work or project and such materials are to be returned to the City on request or at the completion of the Services.

- XIV. INDEPENDENT CONTRACTOR: Professional is an independent contractor of the City, and, as such, the Professional is not a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which City employees are entitled. As an independent contractor, the Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Professional and the City.

XV. COMPLIANCE WITH FEDERAL AND STATE LAWS: All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

1. The Professional shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Professional Immigration Warranty"). The Professional further understands and acknowledges that:
 - a. A breach of the Professional Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Professional to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.
 - d. Neither the Professional nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Subcontractor establishes that it has complied with employment verification

provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

- e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

C. ISRAEL: Professional certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

XVI. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

CITY: City of Prescott
Public Works Director
433 N. Virginia Street
Prescott, Arizona 86301

PROFESSIONAL: **
**
**
**

XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in Exhibit B hereto.

XVIII. GENERAL PROVISIONS

A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.

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

C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

- D. SEVERABILITY: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.
- E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- F. WAIVER: No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- G. COOPERATIVE USE: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- H. ASSIGNMENT: The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.
- XIX. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
- A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event,

the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

- B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.
- C. Upon receipt of a written notice of termination, the Professional shall stop all work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.
- D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

- XX. DISPUTE RESOLUTION: The parties agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXI. RECOVERY OF ATTORNEY FEES: The parties agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXII. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.

XXIII. REPRESENTATIONS AND WARRANTIES: Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.

Dated this _____ day of _____, 20**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

CITY OF PRESCOTT, a municipal corporation: **insert name of Professional's company (or entity) and state of incorporation**:

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

Exhibit H - Attachment B

Client	22767 - City of Prescott-Legals	Phone	(928) 777-1272
Address	201 S. Cortez St.	E-Mail	sarah.siep@prescott-az.gov
	Prescott, AZ, 86303	Fax	

Order#	633266	Requested By		Order Price	\$98.60
Classification	0050 - PUBLIC NOTICES	PO #	RFQ ON-CALL SERVICES	Tax 1	\$0.00
Start Date	09/04/2022	Created By	DBG	Tax 2	\$0.00
End Date	09/18/2022	Creation Date	08/31/2022, 08:20:55 am	Total Net	\$98.60
Run Dates	3			Payment	\$0.00
Publication(s)	DAILY COURIER	Dimensions	1.6 " X 3.4 "		

Sales Rep	1031 - Debra Goff	Phone	(928) 778-0500 Ext: 1121
		E-Mail	dgoft@prescottaz.com
		Fax	

**REQUEST FOR STATEMENT OF
QUALIFICATIONS**

**FY24-29 PUBLIC WORKS ON-CALL
PROFESSIONAL SERVICES**

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide FY24-29 Public Works On-Call Professional Services. Only persons or firms capable of providing the requested discipline categories of professional services will receive consideration. Firms can submit for one or more categories in a single response. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter of the Statement of Qualifications.

BID OPENING: Thursday, October 27, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott Arizona, 86303.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: September 4, 2022, September 11, 2022, and September 18, 2022



OPENING RECORD

DATE: THURSDAY, OCTOBER 27, 2022, AT 2:00PM

PROJECT: FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

PROPOSALS RECEIVED FROM:	
1)	Western Technologies
2)	Kimley-Horn
3)	Huitt-Zoller's
4)	Burges & Niple
5)	J2 Engineering and Environmental
6)	Con sor
7)	Ningo & Moore
8)	The WLB Group
9)	Paradigm Design
10)	Northern Arizona Partners
11)	Beta Public Relations
12)	Willdan
13)	Rick Engineering
14)	JE Fuller Hydrology & Geom
15)	Aztec Engineering
16)	RVI Planning & Landscape
17)	Civil Tec

- 18) Quality Testing
- 19) Enroute Aerial
- 20) Westwood Professional Services
- 21) Logan Simpson Design
- 22) TBD Consultants
- 23) West Consultants
- 24) Lyon Engineering
- 25) Wood Patel Associates
- 26) Matrix ~~Inc~~ Newworld
- 27) Enviro Systems
- 28) Terracon Consulting Engineers & Scientist
- 29) Ta Utility Engineers
- 30) LTM Engineer
- 31) Strand Associates
- 32) Gōkahi, LLC
- 33) Ardurra
- 34) FM Solutions
- 35) Biozone, Inc
- 36) Water Works
- 37) Lee Engineering
- 38) Your Project M.O.
- 39) CEI Consultant Engineering
- 40) Holistic Engineering AKA Helm

41)	Harrington Planning & Design
42)	
43)	
44)	
45)	
46)	
47)	
48)	
49)	
50)	



Signature of Official



Signature of Witness

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: CADD Services

Firm
Ardurra
CivilTec
FM Solutions
Harrington Planning + Design
Huitt-Zollars
Kimley-Horn
Paradigm Design
Rick Engineering Company
Strand
Willdan
WLB Group

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Inspection Services

Firm
Ardurra
Consultant Engineering, Inc.
Ninyo & Moore
Quality Testing, LLC
Rick Engineering Company
Willdan

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Engineering Plan Review Services

Firm
Ardurra
CivilTec Engineering, Inc.
Kimley-Horn
Paradigm Design
STRAND
Westwood
Willdan

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Environmental Engineering Services

Firm
Biozone, Inc. (no flash drive)
JE Fuller
Kimley-Horn
Logan Simpson
Matrix New World
Ninyo & Moore
Terracon
Western Technologies, Inc.

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Archaeological Services

Firm
Biozone, Inc. (no flash drive)
EnviroSystems
Logan Simpson

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Subsurface Utility Engineering

Firm
T2 Utility Engineers Inc.

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Foundation and Structural Design

Firm
Aztec Engineering Group, Inc.
Consort
Kimley-Horn

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Landscape Architect

Firm
Harrington Planning + Design
J2 Design
Kimley-Horn
Logan Simpson
RVI Planning + Landscape Architecture
Terracon
WLB Group

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Stormwater

Firm
Ardurra
CivilTec Engineering, Inc.
Holistic Engineering and Land Management
Huitt-Zollars
J2 Design
JE Fuller
Kimley-Horn
LTM Engineering
Lyon Engineering
Strand
West Consultants
Westwood
WLB Group
Wood Patel

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Streetlight Design

Firm
Kimley-Horn
Lee Engineering

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Surveying

Firm
Ardurra
CivilTec Engineering, Inc.
Huitt-Zollars
Lyon Engineering
WLB Group

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Traffic Engineering

Firm
Ardurra
Burgess & Niple
Kimley-Horn
Lee Engineering
Lokahi
Paradigm Design
Strand

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Transportation Engineering

Firm
Ardurra
CivilTec Engineering, Inc.
Conсор
Kimley-Horn
Lee Engineering
Lyon Engineering
Paradigm Design
Rick Engineering Company
Strand

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Wastewater Systems

Firm
Ardurra
CivilTec Engineering, Inc.
Conсор
Kimley-Horn
Lyon Engineering
Rick Engineering Company
Water Works Engineers
WLB Group

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Water Production and Treatment Systems

Firm
Ardurra
CivilTec Engineering, Inc.
Consor
Kimley-Horn
Lyon Engineering
Rick Engineering Company
Water Works Engineers

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Electrical Design and SCADA

Firm
CivilTec Engineering, Inc.

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Public Relations

Firm
BETA PR
Northern Arizona Partners
Your Project MO

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Geotechnical Engineering

Firm
Ninyo & Moore
Quality Testing, LLC
Terracon
Western Technologies, Inc.

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Hydro-Geological Engineering

Firm
Matrix New World

Submittal Per Category
FY24-29 Public Works On-Call Professional Services

Category: Professional Drone Service

Firm
Burgess & Niple
CivilTec Engineering, Inc.
Enroute Aerial
Kimley-Horn
Lyon Engineering
Terracon

Scoring Guidelines for Statement of Qualifications FY24-29 Public Works On-Call Professional Services

The Statement of Qualifications shall display clearly and accurately the capability, knowledge, and ability of the firm to meet the technical requirements of the RSOQ. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications.

A. General Information (10 points)				
A.1.	Brief overview of the firm and legal organization of the company (3 points)	No/incomplete information	Information is lacking or incomplete	Information is complete
A.2.	Applicable licenses held (3 points)	No information	Information could not be verified	Information complete and verified
A.3.	Submission requirements met (4 points)	Poor: No/incomplete information; SOQ lacks sufficient detail; disorganized with missing information	Fair to good: Some information is lacking or incomplete; the SOQ is mostly organized and of average detail	Excellent: Information is complete; SOQ is well organized with excellent detail provided
B. Experience and Qualifications of the Firm and Key Personnel (40 points)				
B.1.	Demonstrated understanding of the purpose and scope of the applied service category (10 points)	Low level of understanding; lacks sufficient detail	Average level of understanding; good detail	Advanced level of understanding; great detail
B.2.	Demonstrated years of experience, specific technical capabilities, and qualifications for the applied service category (10 points)	Poor: Very limited detail and relevance; does not appear to have a lot of related experience	Fair to Good: Average detail and relevance; has some related experience but might not be the best	Excellent: High level of detail and relevance; has obvious related experience and capabilities
B.3.	List of comparable projects for the applied service category with work performed and reference information (10 points)	List not provided; projects submitted are not comparable	List provided but incomplete; projects submitted have some similarities	Complete list provided; projects submitted are very comparable
B.4.	(10 points) - Names and locations of the key personnel proposed for delivering services - Brief resume for each	All new personnel; office locations not provided; very limited detail; majority of personnel have little to no	Mixed group of new/seasoned personnel; office location given; mixed location of local and non-	All staff are seasoned with the firm; office location given and the majority of work is being done locally

**Scoring Guidelines for Statement of Qualifications
FY24-29 Public Works On-Call Professional Services**

	key team member describing their experience, background, and notable projects	relevant experience	local work performed	
C. Proposed Project Approach (10 points)				
A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.				
C.1.	Description of how the firm would approach, manage and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches (8 points)	Poor: Approach is impractical; not enough detail to determine process of administration; does not appear to have a lot of relevant experience; unable to identify specific areas of attention	Fair to good: Approach is practical; good to limited detail for process of administration; experience seems average or does not have the best experience; able to identify some specific areas of attention and/or approach is not considered innovative	Excellent: Approach is practical and well organized; great detail provided on process of administration; high level of experience with obvious capabilities; able to identify all specific areas of attention and/or provide an innovative approach
C.2.	Identify the location of the firm's principal office and local office (if applicable) (2 points)	Office location not given and no work is being done locally	Office location given with a mixed location of local and non-local work being performed	Office location given and the majority of work is being done locally
D. Value Added Knowledge and Experience (30 points)				
The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes and site conditions.				
D.1.	Explain why your firm is particularly qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations and procedures as they relate to the project (15 points)	Not qualified; no knowledge of local practices	Fair to good qualifications; somewhat familiar with local practices	Excellent qualifications; high level of knowledge on local practices

**Scoring Guidelines for Statement of Qualifications
FY24-29 Public Works On-Call Professional Services**

D.2.	List of projects currently under contract with other government agencies (5 points)	List not provided; no government experience	List provided but incomplete; some government experience	Complete list provided; obvious government experience
D.3.	(10 points) - Specific experience of the firm within Arizona - Specific experience of the firm with the City of Prescott	Information not provided; very limited detail and relevance; no experience in Arizona or Prescott or experience is unclear	Information provided but incomplete; average detail and relevance; some experience in Arizona or Prescott	Complete information provided; excellent detail and relevance; great deal of experience in Arizona and Prescott
E. Overall Evaluation (10 points)				
*This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.				
E.1.	Overall quality of the SOQ evidencing interest in providing services (5 points)	Project data is missing, incomplete or lacking sufficient detail, not comparable or can't be verified; boilerplate responses; experience unclear or not relevant; no evidence of real interest or significantly lacks understanding of overall project	Project data is mostly complete with average quality and detail; has relevant experience but may not be the best; evidence of interest in project with good effort given towards submittal; basic understanding of overall project with some ability to identify areas of attention	Project data is complete with high level of detail and quality; superior experience and knowledge; high level of interest in project with best effort given towards submittal; advanced understanding of overall project with definite ability to identify areas of attention
E.2.	Overall evaluation of the firm and its perceived ability to provide the required services (5 points)	Approach is poor and impractical; SOQ lacks sufficient detail; staff/firm not fully qualified; not confident that firm can deliver quality product or ensure success; bad history of past projects	Approach is ok and practical but could be better; SOQ has average detail; staff/firm have average experience and could complete the project but may not be the best	Approach is excellent; SOQ was complete and accurate with great detail provided; staff/firm have high level of experience and capabilities as evidenced by past projects and innovative solutions; high chance of success

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: CADD Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec	93	94	99	97	100	483	96.6
Huitt-Zollars	88	91	96	98	100	473	94.6
WLB Group	84	88	90	97	94	453	90.6
Ardurra	84	94	96	100	72	446	89.2
Strand	83	66	98	98	95	440	88
Kimley-Horn	75	89	97	98	68	427	85.4
Rick Engineering Company	76	64	96	96	65	397	79.4
Paradigm Design	83	75	88	88	61	395	79
Willdan	80	80	80	63	74	377	75.4
Harrington Planning + Design	75	66	59	74	54	328	65.6
FM Solutions	66	30	64	75	30	265	53

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Inspection Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Ninyo & Moore	97	92	85	95	88	457	91.4
Consultant Engineering, Inc.	99	87	80	86	85	437	87.4
Ardurra	82	81	91	62	76	392	78.4
Quality Testing, LLC	91		59	68	75	293	73.25
WILLDAN	69	65	65	68	71	338	67.6
Rick Engineering Company	74	56	45	55	62	292	58.4

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Engineering Plan Review Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec Engineering, Inc.	85	97	98	95	97	472	94.4
Kimley-Horn	83	96	85	95	93	452	90.4
Ardurra	86	90	81	99	83	439	87.8
STRAND	83	80	88	92	88	431	86.2
Westwood	78	67	79	88	79	391	78.2
WILLDAN	80	65	92	80	73	390	78
Paradigm Design	84	63	80	88	74	389	77.8

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Environmental Engineering Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Firm Totals	Average Score
Matrix New World	97	100	94	94	385	96.25
JE Fuller	68	98	100	90	356	89
Terracon	92	89	78	84	343	85.75
Ninyo & Moore	84	84	79	86	333	83.25
Logan Simpson	46	77	100	95	318	79.5
Kimley-Horn	55	76	99	85	315	78.75
Western Technologies, Inc.	36	69	71	69	245	61.25
Biozone, Inc.	22	69	53	73	217	54.25

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Archaeological Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
EnviroSystems	77	90	97	97	88	449	89.8
Logan Simpson	82	86	83	94	85	430	86
Biozone, Inc	46	64	84	82	86	362	72.4

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Subsurface Utility Engineering

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
T2 Utility Engineers Inc.	100	94	98	292	97.33
				0	0

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Foundation and Structural Design

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	93	100	96	82	471	94.2
Conсор	89	79	87	80	68	403	80.6
Aztec Engineering Group, Inc.	82	81	79	81	71	394	78.8

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Landscape Architect

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	86	95	95	94	82	452	90.4
WLB Group	95	90	95	91	78	449	89.8
Logan Simpson	85	86	86	94	61	412	82.4
Harrington Planning + Design	86	92	82	75	76	411	82.2
Terracon	87	94	76	74	74	405	81
J2 Design	85	91	83	65	77	401	80.2
RVI Planning + Landscape Architecture	89	70	93	68	71	391	78.2

Score Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Stormwater

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
HELM, Wilson & Company, Inc.	93	90	100	100	98	481	96.2
Lyon Engineering	97	89	100	98	91	475	95
JE Fuller	95	85	99	100	91	470	94
CivilTec Engineering, Inc.	90	88	92	91	94	455	91
West Consultants	88	88	91	96	89	452	90.4
Wood Patel	87	81	96	81	86	431	86.2
Kimley-Horn	78	79	96	86	87	426	85.2
J2 Design	87	82	95	74	86	424	84.8
LTM Engineering	76	73	96	73	84	402	80.4
Ardurra	53	84	95	78	88	398	79.6
Huitt-Zollars	55	89	96	76	75	391	78.2
Westwood		81	73	76	78	308	77
WLB Group	47	75	83	83	74	362	72.4
Strand	42	76	88	73	82	361	72.2

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Streetlight Design

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	90	98	93	89	470	94
Lee Engineering	100	88	95	88	95	466	93.2

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Surveying

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Lyon Engineering	88	91	100	97	95	471	94.2
Huitt-Zollars	83	91	96	97	98	465	93
CivilTec Engineering, Inc.	83	96	88	95	76	438	87.6
Ardurra	85	87	96	100	63	431	86.2
WLB Group	84	70	90	96	91	431	86.2

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Traffic Engineering

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	90	93	94	99	476	95.2
Lee Engineering	100	94	87	92	92	465	93
Lokahi	100	89	92	88	92	461	92.2
Strand	100	85	82	97	91	455	91
Burgess & Niple	95	84	83	95	93	450	90
Ardurra	95	71	91	90	95	442	88.4
Paradigm Design	95	72	67	86	94	414	82.8

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Transportation Engineering

Firm	Reviewer 1	Rank	Reviewer 2	Rank	Reviewer 3	Rank	Reviewer 4	Rank	Reviewer 5	Rank	Firm Totals	Average Score	Average Rank	
CivilTec Engineering, Inc.	100	1	98	1	98	1	95	2	100	1	496	124	1.2	1
Lyon Engineering	100	1	94	3	97	2	94	3	100	1	494	123.5	2	2
Kimley-Horn	100	1	91	5	97	2	97	1	96	4	490	122.5	2.6	3
Rick Engineering Company	95	6	96	2	83	4	87	7	87	6	467	116.75	5	5
Strand	100	1	85	6	80	5	93	4	83	7	457	114.25	4.6	4
Lee Engineering	100	1	92	4	74	8	80	9	90	5	458	114.5	5.4	6
Ardurra	95	6	76	8	75	7	88	6	100	1	461	115.25	5.6	7
Conсор	95	6	82	7	79	6	90	5	81	8	451	112.75	6.4	8
Paradigm Design	95	6	72	9	60	9	85	8	79	9	423	105.75	8.2	9

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Transportation Engineering

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec Engineering, Inc.	100	98	98	95	100	491	122.75
Lyon Engineering	100	94	97	94	100	485	121.25
Kimley-Horn	100	91	97	97	96	481	120.25
Rick Engineering Company	95	96	83	87	87	448	112
Strand	100	85	80	93	83	441	110.25
Lee Engineering	100	92	74	80	90	436	109
Ardurra	95	76	75	88	100	434	108.5
Conсор	95	82	79	90	81	427	106.75
Paradigm Design	95	72	60	85	79	391	97.75

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Wastewater Systems

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Water Works Engineers	96	86	94	97	93	466	93.2
Lyon Engineering	94	86	94	96	90	460	92
CivilTec Engineering, Inc.	89	85	95	85	99	453	90.6
Conсор	85	84	82	80	68	399	79.8
Kimley-Horn	76	84	69	75	78	382	76.4
Ardurra	72	82	75	74	72	375	75
Rick Engineering Company	67	83	83	62	65	360	72
WLB Group	56	79	66	59	54	314	62.8

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Water Production and Treatment Systems

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Water Works Engineers	98	88	97	98	94	475	95
Lyon Engineering	94	86	99	9	90	378	75.6
CivilTec Engineering, Inc.	89	87	97	92	88	453	90.6
Conсор	83	87	87	84	81	422	84.4
Kimley-Horn	80	82	91	85	83	421	84.2
Rick Engineering Company	66	82	80	67	63	358	71.6
Ardurra	59	84	97	60	57	357	71.4

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Electrical Design and SCADA

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
CivilTec Engineering, Inc.	97	84	86	267	89

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Public Relations

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
BETA PR	95	97	96	97	94	479	95.8
Your Project MO	93	95	96	92	82	458	91.6
Northern Arizona Partners	92	99	96	82	87	456	91.2

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Geotechnical Engineering

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Ninyo & Moore	90	94	94	99	93	470	94
Terracon	94	85	89	94	88	450	90
Western Technologies, Inc.	64	81	90	88	84	407	81.4
Quality Testing, LLC	52	74	88		76	290	72.5

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Hydro-Geological Engineering

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
Matrix New World	95	94	93	282	94

Score Sheet Tabulation- Per Category
FY24-29 Public Works On-Call Professional Services

Category: Professional Drone Service

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Lyon Engineering	94	99	98	99	95	485	97
Enroute Aerial	83	69	94	87	52	385	77
Burgess & Niple	79	77	86	82	52	376	75.2
Kimley-Horn	77	94	85	82	35	373	74.6
Terracon	67	72	77	80	68	364	72.8
CivilTec Engineering, Inc.	74	99	73	67	23	336	67.2

Exhibit H - Attachment F

FY24-29 On-Call Professional Services

Company	Contract #	Annual Contract Amount	# of Categories	Categories
Ardurra	2024-001	\$ 225,000.00	3	CADD, Engineering plan Review, Surveying
Aztec	2024-002	\$ 75,000.00	1	Foundation & Structural
Beta PR	2024-003	\$ 75,000.00	1	Public Relation
BioZone, Inc	2024-004	\$ 75,000.00	1	Archaeological
Burgess & Niple	2024-005	\$ 150,000.00	2	Drone, Traffic Engineering
Civiltec Engineering	2024-006	\$ 650,000.00	8	CADD, Electrical/SCADA, Engineering Plan Review, Stormwater, Surveying, Transportation, Wastewater, Water
Conсор	2024-007	\$ 225,000.00	3	Foundation & Structural, Wastewater, Water
Consultant Engineering, Inc	2024-008	\$ 75,000.00	1	Inspection Services
Enroute Aerial	2024-009	\$ 75,000.00	1	Drone Services
EnviroSystem	2024-010	\$ 75,000.00	1	Archaeological
Harrington Planning + Design	2024-011	\$ 75,000.00	1	Landscape
HELM / Wilson & Company, Inc.	2024-012	\$ 250,000.00	1	Stormwater
Huitt Zollars	2024-013	\$ 150,000.00	2	CADD, Surveying
JE Fuller	2024-014	\$ 250,000.00	2	Stormwater, Environmental Engineering,
Kimley-Horn	2024-015	\$ 675,000.00	9	Drone, Engineering Plan Review, Streetlight, Foundation & Structural, Traffic Engineering, Transportation, Wastewater, Landscape, Water
Lee Engineering	2024-016	\$ 150,000.00	2	Streetlight, Traffic,
Logan Simpson	2024-017	\$ 225,000.00	3	Archaeological, Environmental, Landscape
Lokahi	2024-018	\$ 75,000.00	1	Traffic Engineering
Lyon Engineering	2024-019	\$ 650,000.00	6	Drone, Stormwater, Surveying, Transportation, Wastewater, Water
Matrix New World	2024-020	\$ 500,000.00	2	Environmental, Hydro
Ninyo & Moore	2024-021	\$ 200,000.00	2	Geotechnical, Inspection Services
Northern Arizona Partners	2024-022	\$ 75,000.00	1	Public Relation
Quality Testing, LLC	2024-023	\$ 100,000.00	1	Geotechnical
Rick Engineering	2024-024	\$ 75,000.00	1	Transportation
Strand	2024-025	\$ 350,000.00	3	Engineering Plan Review, Traffic Engineering, Transportation
T2 Utility Engineers	2024-026	\$ 150,000.00	1	Subsurface Utility
Terracon	2024-027	\$ 200,000.00	2	Environmental, Geotechnical
Water Works Engineers	2024-028	\$ 250,000.00	2	Wastewater, Water
West Consultants	2024-029	\$ 100,000.00	1	Stormwater
Western Technologies, Inc	2024-030	\$ 100,000.00	1	Geotechnical
WLB Group	2024-031	\$ 225,000.00	3	CADD, Surveying, Landscape
Your Project MO	2024-032	\$ 75,000.00	1	Public Relation