



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:
SERVICES SOUGHT:
SOLICITATION INVITATION NO.:
RESPONSE DUE DATE AND TIME:
LOCATION:

REQUEST FOR QUALIFICATIONS
On call Airport Consultant Design Services
2012-PW-?
? at 2:00 pm local Arizona time
City of Cottonwood
Administrative Services Department
Purchasing Manager
816 N. Main Street
Cottonwood, Arizona 86236

Notice is hereby given that the City of Cottonwood, (hereinafter referred to as "City") is soliciting Statements of Qualifications from Consultant Firms, in accordance with Arizona Revised Statutes (A.R.S.) Title 34 and with Chapter 2 of the Federal Aviation Administration (FAA) Advisory Circular 150/5100-14D for on call airport design services for projects that involve, but are not limited to: the design, application and construction monitoring of airport improvements such as; Automated Weather Observation Systems (AWOS), terminal parking lot, airport layout plan, airport miscellaneous studies, land acquisition(s), aircraft hangars, runways, taxiways, ramps, access roads, airfield security, lighting and signing, and nav aids. Also services include, but are not limited to: Consultant, civil Consultant, electrical Consultant, surveying, geotechnical Consultant, environmental planning and security planning. In this Request for Statements of Qualification (RFQ) the City is seeking professional services associated with airport design Consultant services (hereinafter "Services"). This is a "one-step" qualifications-based selection process for "Professional Services" pursuant to A.R.S. § 34-601 *et seq.* The initial activity will involve an evaluation and ranking of Consultant' qualifications and experience with similar projects through a review and evaluation of qualifying Statements of Qualifications. The City, at its sole discretion, may make its determination of the final list and rank of the final list solely on the Statements of Qualifications review and evaluation or the City may select three (3) to five (5) of the highest ranked Consultant for interviews and make its determination of the final list and ranking of the final list on the combined results of the Statements of Qualifications review and evaluation and the interview.

The term of this contract will be one (1) year with three (3) one-year renewal options. However, services will be requested on an as-needed, if- needed basis and the resultant contract is neither exclusive nor a commitment by the City that the Consultant's services will be required.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714 or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

Proposers are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this Request for Qualifications (RFQ). All questions regarding this RFQ must be received in **writing** by the City of Cottonwood Purchasing Department no later than 72 business hours prior to the due date and time specified below and may be emailed to Lisa Elliot at l Elliot@cottonwoodaz.gov with a copy to Morgan Scott at m scott@cottonwoodaz.gov . Questions will then be responded to by written addenda to this document. **Any oral questions, answers, statements or instructions shall not in any way constitute an amendment to this RFQ.**

Responses to this solicitation will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, Arizona 86236, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the Purchasing Division Office.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Applicant's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

Responses must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

The City of Cottonwood reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until a contract is finalized or all responses are rejected.

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14d will be utilized to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the statement of qualifications.

Fees will be negotiated for projects as federal funds become available and projects determined eligible.

Prospective Consultants are advised that applied overhead rates must be in accordance with the cost principals established within Federal Regulation 48 CFR Part 31, *Contract Cost Principles and Procedures*. The successful firm will be required to submit a copy of their current overhead rate audit certification.

Publish Date: Verde Independent – ?
PUBLISHERS AFFIDAVIT REQUIRED

APPLICANT'S CHECK LIST

- 1. The response has been signed in the Offer Section (responses not signed in this section will not be considered).
- 2. Any required descriptive literature have been included.
- 3. The Addendum Acknowledgement has been signed and is included.
- 4. The Non-Collusion Affidavit has been signed and is included.
- 5. The Disclosure of Responsibility Statement has been signed and is included.
- 6. The Certificate of Insurability has been signed and is included.
- 7. The Consultant Immigration Warranty has been signed and is included.
- 8. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86236

- 9. Response package/envelope has been identified with solicitation number and title.
- 10. The response is mailed in time to be received and stamped in by a Purchasing representative no later than specified time on designated date (otherwise the response cannot be considered).

INFORMATION AND INSTRUCTIONS TO APPLICANT

1. REQUEST FOR QUALIFICATIONS (RFQ)

The City of Cottonwood (hereinafter "City ") is accepting Statements of Qualifications (SOQ) from qualified Consultants/architects/planners/engineers registered in the State of Arizona (hereinafter " Consultant") interested in providing professional services (hereinafter "Services") associated with improvements to the Cottonwood Airport (P52) located at 1001 W Mingus Ave, Cottonwood, AZ 86326. The Services may include but are not limited to those projects listed in Appendix A: Cottonwood Airport Capital Improvement Plan (ACIP) and design, application process, drafting, consultation, research and analysis, siting considerations, inspection and long-term planning of the airport and related appurtenances.

2. GENERAL INFORMATION

- 3.1. **Late Responses.** Late responses and/or unsigned responses will not be considered under any circumstances. Envelopes containing responses with insufficient postage will not be accepted by City. It is the sole responsibility of the Applicant to see that their response is delivered and received by the proper time and at the proper place.
- 3.2. **Project Details.** Further description of the project components and deliverables is contained in the Scope of Work attached to the proposed Contract.
- 3.3. **Sealed Envelope or Package.** Each response shall be submitted to the Purchasing Division in a sealed envelope or package. The envelope or package should be clearly identified as a response and be marked with name of the Applicant and solicitation number. City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 3.4. **Statement Amendment or Withdrawal.** A response may be withdrawn anytime before the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.
- 3.5. **Public Record.** All responses submitted in response to this solicitation and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or otherwise provided by law.
- 3.6. **Confidential Information.** If an Applicant believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, the Purchasing Manager should be so advised in writing. The City shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the Protest Procedure.
 - 3.6.1. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to City in responses submitted and the information sought to be protected clearly marked as proprietary.
 - 3.6.2. City will not ensure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.
 - 3.6.3. City will provide forty-eight (48) hours notice before releasing materials identified in the response as confidential or proprietary in order for the Applicant to apply for a court order blocking the release of the information.

- 3.7. **Cost of Response Preparation.** City will not reimburse any Applicant the cost of responding to this RFQ.
- 3.8. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3.9. **Consultant Registration.** Consultants (Applicants) are encouraged to register via the on-line Consultant registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A Consultant who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Consultants who submit proposals without acknowledgement of addenda may have their responses rejected.

4. RESPONSE PREPARATION

- 4.1. **Format.** Applicants shall submit their response with an original and six (6) copies and shall provide the information and comply with the requirements listed below. The sections of the submittal should be tabbed, clearly identifiable, and correspond with the evaluation criteria. **SUBMITTALS SHOULD BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. **No Facsimile or Electronic Mail Statements.** Responses may not be submitted in facsimile or electronically. A facsimile or electronic mail statement shall be rejected.
- 4.3. **Typed or Ink Corrections.** The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response.
- 4.4. **No Modifications.** Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.
- 4.5. **Content.** The narrative portion and the materials presented in response to this Request for Qualifications shall be submitted in the same order as requested and must contain, at a minimum, the following:
- 4.5.1. **Budget and Schedule Compliance Experience – maximum 30 points**
- 4.5.1.1. Demonstrate the Ability of the Firm and each of the other listed team members to complete projects within established budgets and schedule. Identify the originally established budgets and schedule, and the final actual cost and schedule, for each of the relevant projects, which the proposer has identified in the SOQ
- 4.5.1.2. The Proposer may list additional comparable projects which establish the Proposer's and the Team's budget management experience.
- 4.5.1.3. Identify the names and telephone numbers of client user groups and/or facilities management contacts with the personal knowledge of the projects, which the Proposer has identified in the SOQ as an example of schedule compliance experience.
- 4.5.2. **Experience and Qualifications of the Team – maximum 30 points**
- 4.5.2.1. For each key person identified to participate in this work, list at least two (2) comparable airport projects in which they have played a role similar to that proposed for these projects.
- Description of project.

- Role of the person.
- Project's total construction cost.
- Construction schedule verses deadline.
- Project Owner reference information.
- Change Orders

4.5.2.2. Identify the home office location of key staff who will be assigned to job order projects and the percentage of their time expected to be devoted to job order projects.

4.5.2.3. List any proposed sub Consultant, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel have sufficient experience to service this proposed contract.

4.5.3. Experience of the Applicant on Similar Projects – maximum 20 points

4.5.3.1. List all projects with a value ranging from \$5,000 to \$1,000,000 either on-going or completed within the past three (3) years.

4.5.3.2. Identify at least five (5) projects in which the Applicant played a major role. The projects listed should show the breadth of the Applicant's consulting experience and demonstrated capabilities in managing multiple airports Consultant and planning projects.

4.5.3.3. For each comparable project identified above, provide:

- The description of project.
- Role of the Applicant either as prime or sub Consultant.
- Total cost of the Applicant's portion of the project.
- Construction schedule verses deadline.
- Project Owner reference information.

4.5.4. Experience with Airport Consultation – maximum 20 points

4.5.4.1. Indicate knowledge, training, and/or experience specifically with airport Consultant and architectural services with public/government entities or private firms.

4.5.4.2. List current and/or past airport Consultant and architectural services contracts, including description, customer name, contract time period, total contract amount, number of individual scopes per contract, range of scope amounts (i.e. \$5,000 - \$1,000,000).

4.5.5. **Sub Consultant.** Submittals must include a proposed Sub Consultant Selection Plan, in accordance with A.R.S., Title 34, Chapter 6. Plans shall be submitted as a separate document within the statement of qualifications. The negotiated plan of the successful Applicant will be incorporated into the final contract.

4.5.6. **Exceptions to Solicitation.** The proposed form of contract, Scope of Services and General Conditions for Construction are included as a part of this solicitation. The Applicant must include a statement that the Applicant has reviewed said documents and list any objections to the same. Any objections to the form of contract will be considered and included in City's evaluation of the Applicant's response. If the Applicant fails to list any objections to the form of contract, the Applicant will not be allowed to raise any objections later if selected for award. A response that takes exception to a material requirement of any part of the solicitation or contract may be rejected as non-responsive upon the decision of the City.

The provisions of the Request for Qualifications cannot be modified without the express written approval of the Administrative Services General Manager or their designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by Administrative Services General Manager or their designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

4.5.7. Disclosure. If the firm, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a sub Consultant with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the response. The Applicant shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

4.6. Financial Statement. The Applicant shall furnish, upon request, two (2) copies of the Applicant's most recent financial statement and/or other evidence of qualifications as may be requested by City. If an Applicant fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Applicant's entire response. A financial statement must be notarized by a Notary Public licensed in the Applicant's state of business.

4.7. Non-Collusion and Non-Discrimination. By signing and submitting the response, the Applicant certifies that:

4.7.1. The Applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its response, and

4.7.2. The Applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

4.7.3. The Applicant understands that the Applicant will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Applicant are eligible for a tax exemption due to the nature of the item, Applicant shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

5. INQUIRIES

5.1. Duty to Examine. It is the responsibility of each Applicant to examine the entire solicitation, seek clarification (inquiries), and examine its response for accuracy before submitting the response. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Contract claim.

5.2. Contact Person. Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be submitted in writing no later than seventy-two (72) business hours prior to the due date and time cited above and may be emailed to Morgan Scott at msscott@cottonwoodaz.gov and Lisa Elliott, Purchasing Manager at lelliott@cottonwoodaz.gov.

5.3. Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a response and not be opened until after

the response due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.

- 5.4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and shall be submitted at least seventy-two (72) business hours before the response due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 5.5. **No Right to Rely on Verbal Responses.** An Applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

6. EVALUATION

- 6.1. All submittals shall be evaluated in accordance with A.R.S. Title 34, Chapter 6 and the evaluation criteria stated herein. The evaluation process and contract award shall include the following:
 - 6.1.1. A selection committee will evaluate the submittals and score them in accordance with the evaluation criteria listed in the Section 6.4, Selection Criteria. Applicants will be ranked according to their combined scores.
- 6.2. **Disqualification.** An Applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.
- 6.3. **Clarifications.** City reserves the right to obtain Applicant clarifications where necessary to arrive at full and complete understanding of an Applicant's qualifications and experience and/or solicitation response. Clarification means a communication with an Applicant for the sole purpose of eliminating ambiguities in the response and does not give an Applicant an opportunity to revise or modify its response.
- 6.4. **Selection Criteria.** Evaluation of the qualifications and experience responses will be undertaken by a committee with the following criteria and weighted scores:

Evaluation Criteria	Maximum Score
Budget and Schedule Compliance Experience	30
Experience and Qualifications of the Team	30
Experience of the Applicant Similar Airports	20
Experience with airport Consultant/planning consultant services	20
Total Points Possible	100

- 6.5. **Additional Investigations.** The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any Applicant submitting a response to this Request for Qualifications.
- 6.6. **Prior Experience.** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- 6.7. **Waiver and Rejection Rights.** City reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective Applicants.

7. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. AWARD

8.1. **Number of Contracts to be Awarded.** The City intends to award one (1) contract for the services described herein.

8.2. **Upon Notice of Intent to Award.** The apparent successful Applicant(s) shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract, including but not limited to, bonds (if required), the construction agreement and certificates of insurance.

9. PROTESTS

9.1. A protest must be in writing and be filed with the Purchasing Division. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed in writing before City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

9.2. A protest must include:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

10. COMMENTS WELCOME

The City's Purchasing Division periodically reviews the Information and Instructions to Applicant and welcomes any comments you may have. Please submit your comments to: City of Cottonwood Finance Department, Purchasing Division, 816 N. Main Street, Cottonwood, AZ 86326.

SPECIAL TERMS AND CONDITIONS

1. **Number of Contracts to be Awarded.** The City intends to award one (1) contract for the services described herein.
2. **Contract Term and Renewal.** The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the City of Cottonwood shall have the right, as its sole option, to renew the contract for three (3) additional one (1) year periods, or portions thereof. If the City chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.
3. **Performance Rating.** At the completion of each term or termination of this contract, the City may evaluate the Consultant based on performance under this contract. This rating may be used in the overall evaluation of the Consultant when applying for future work with the City. The performance rating may be forgone if the consultant's work is satisfactory.
7. **Audit and Inspection of Records.** The Consultant shall permit the authorized representatives of the City of Cottonwood to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three (3) years after final payment under this contract. The City shall have the right to audit and/or examine such records at any time during the progress of this contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

The following access to records requirements apply to this contract:

The Consultant agrees to provide the City of Cottonwood or any of its authorized representative's access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the City of Cottonwood or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. **Contract Amendments.** The Administrative Services Department has the sole authority to:
 - A) Amend the contract or enter into supplemental verbal or written agreements;
 - B) Grant time extensions or contract renewals;
 - C) Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Administrative Services General Manager. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Administrative Services General Manager through a written contract amendment or change order is performed at the sole risk of the Consultant and may not be eligible for payment by the City.

9. **Child/Sweat-Free Labor Policy.** The Consultant shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any sub Consultant involved in the provision of goods to the City, are in compliance.
10. **Federal Immigration Laws and Regulations.** The Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all sub Consultants under this contract. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract. The City retains the legal right to

audit the records of the Consultant and inspect the papers of any employee who works for the Consultant to ensure compliance with this warranty and the Consultant shall assist in any such audit. The Consultant shall include the requirements of this paragraph in each contract with sub Consultant under this contract.

If the Consultant or sub Consultant warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Consultant or sub Consultant shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this contract by the Consultant and any sub Consultant.

11. **(ADA) Americans with Disabilities Act.** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).
12. **Certification of Compliance with A.R.S. Section 35-397.** By signing this contract, the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan as required by A.R.S. sec. 35-397. If the City determines that the Consultant has submitted a false certification, the City may impose remedies as provided in the Cottonwood Procurement Code up to and including termination of this contract.
13. **City of Cottonwood Business License.** The Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits, including a City of Cottonwood business registration, required for the operation of the business conducted by the Consultant as applicable to this contract.
14. **Arizona Law.** This contract shall be governed and interpreted according to the laws of the State of Arizona.
15. **Jurisdiction and Venue.** The parties agree that this contract is made in and shall be performed in Yavapai County. Any lawsuits between the Parties arising out of this contract shall be brought in the courts of Yavapai County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
16. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
17. **Notices.** All notices or demands required to be given pursuant to the terms of this contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY:

City of Cottonwood
Public Works Department
Airport Manager
1001 W Mingus Avenue
Cottonwood, AZ 86326
(928) 634-8033 x12

In the case of CONSULTANT:

Company Name: C&S Engineers, Inc.
Contact: Lance McIntosh
Address: 9200 East Pima Center Pkwy., Suite 240
City, State, Zip: Scottsdale, Arizona 85258
Telephone Number: (602) 997-7536

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

CITY OF COTTONWOOD
AGREEMENT FOR PROFESSIONAL SERVICES – AIRPORT ONCALL CONSULTANT

THIS AGREEMENT, made and entered into this 21 day of may, 2012, by and between C&S Engineers Inc., hereinafter designated as the CONSULTANT, and the City of Cottonwood, an Arizona municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as the CITY.

WITNESSETH: That said CONSULTANT, for and in consideration of the sums to be paid by the CITY, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed herein, hereby agrees, for their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

The CONSULTANT shall furnish any and all labor, materials, equipment, transportation, services, and facilities required to provide certain professional Airport On-call planning/engineering services to the CITY when and as requested, and only when and as requested by the CITY. All requests for planning/Consultant services will be submitted in memorandum form by the City Airport Manager or their authorized designee to the party listed by the CONSULTANT to receive NOTICE under Article IX of this Agreement. The work described below is expected to be accomplished over the course of several separate grant projects. Some of the services described below and the City reserves the right cancel services or initiate additional procurement action for any of the services initiated in the initial procurement.

The services that may be provided under this Agreement include, but shall not be limited to the following:

1. Preparing and/or checking design plans for the design, application and construction monitoring of airport improvements such as:
 - Design and/or Install Automated Weather Observation Systems (AWOS)
 - Design and/or Construct terminal parking lot
 - Design and/or Construct Apron seal or reconstruction project
 - Develop an Airport layout plan
 - Administer land acquisition(s) for future airport growth
 - Design/Rehabilitate Aircraft hangars, shade covers, runways, taxiways, ramps, security fence/gates and access roads
 - Rehabilitate Airfield security
 - Design/Rehabilitate Lighting and signing
 - Conduct Airport Miscellaneous Studies
 - Design Nav aids
 - Design and/or Install aircraft wash rack
 - Also provide services including, but are not limited to: Consultant, civil Consultant, electrical Consultant, surveying, geotechnical Consultant, environmental planning and security planning
 - Administer and/or Conduct Environmental Assessments
 - Conduct Miscellaneous study to evaluate airport master plan
2. Consulting services relating to all aspects of airport operation.
3. Construction surveying and land surveying.

4. Construction contract administration.
5. Inspection of construction.
6. Cost estimates of design, Consultant, construction, and other matters as requested.
7. Evaluation of bid proposals.
8. Studies for projects concerning state and federal environmental requirements.
9. Reviewing development proposals as requested.
10. Presentations to the Cottonwood City Council.
11. Any other Consultant services related to airport management requested by the City.
12. Some services may not be required and the City reserves the right to initiate additional procurement action for any of the services included in the initial procurement or conduct the services in house.
13. See the attached Exhibit A: Airport Capital Improvement Plan for an expected schedule and scope of work of projects.
14. The services are limited to those projects that can reasonably be expected to be initiated within five (5) years of the date the contract is signed by the CONSULTANT.

ARTICLE II -- CONTRACT DOCUMENTS

The Request for Proposals, Technical Specifications and Details, Special Provisions, Addenda, if any, as accepted by the City Council, and required Certificates of Insurance, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by and instrument in writing signed by a duly authorized representative of each party.

The CONSULTANT will:

- a. Submit all reports and invoices specified in the Scope of Work in this Agreement.
- b. Preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement, or such longer period as may be specified by the CITY, and/or for such period as required by any other paragraph of this Agreement including the following:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination;
 - ii. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by the City shall be retained by the CONSULTANT until such

appeals, litigation, claims or exceptions have been finally resolved;

- iii. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE III -- CONTRACT TIMES

This Agreement shall be effective on the date of signing by CITY and shall continue through 5/23 20 14 . The Agreement may be renewed annually thereafter in the CITY's sole and sound discretion by an action of the City Council, for up to three (3) additional one-year periods.

ARTICLE IV – PAYMENTS

For any Consultant services requested by CITY as described in Article 1 – Scope of Work, the Consultant will submit the total estimated cost of the services to CITY in accordance with the Fee Schedule which is attached to this Agreement and hereby made a part hereof. Upon agreement and acceptance of the proposed cost, CITY will issue a purchase order (if required) or other written notice to the Consultant to commence providing the requested services, or such portion of such services as the CITY may desire. The Consultant shall submit invoices monthly for services provided and CITY will process said invoices through the CITY Finance Department following its normal procedures and timelines.

ARTICLE V- INDEPENDENT CONSULTANT STATUS

For all purposes related to this Agreement, CONSULTANT is and shall operate as an independent Consultant and not as an officer, agent, servant, or employee of the City. CONSULTANT shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent Consultant, CONSULTANT is responsible for providing all workers' compensation insurance required by law.

The CONSULTANT understands that the CONSULTANT is responsible to pay, according to law, the CONSULTANT'S income tax. If the CONSULTANT is not a corporation, the CONSULTANT further understands that the CONSULTANT may be liable for self-employment (social security) tax, to be paid by the CONSULTANT according to law.

The CONSULTANT has no authority to enter into contracts or agreements on behalf of the CITY. This Agreement does not create a partnership between the parties, and there are no intended third-party beneficiaries to this Agreement.

The CONSULTANT declares that the CONSULTANT has and will continue to comply fully with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

ARTICLE VI -- INDEMNIFICATION AND INSURANCE

- A. The CONSULTANT shall indemnify, defend, and save harmless the CITY and any of its agents, officials, and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by the CITY on account of loss of or damage to any property, or for injuries to or death of any person caused by, arising out of, or contributed to, by reasons of any negligent act, omission, professional error, fault, mistake, or negligence of the CONSULTANT,

its employees, agents, or representatives, or sub Consultants, their employees, agents, or representatives, in connection with, or incident to the performance services under this Agreement, or arising out of Worker's Compensation claims of employees of the CONSULTANT and/or its sub Consultants, or claims under similar such laws or obligations. The CONSULTANT'S obligation under this section shall not extend to any liability caused by the sole negligence of the CITY or its employees.

- B. The CONSULTANT shall provide and maintain, and cause its sub Consultants to provide and maintain, the following minimum insurance coverage:
1. Commercial general liability insurance with a minimum each occurrence and a general aggregate of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONSULTANT'S protective, and products and completed operations.
 2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONSULTANT'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 3. Worker's Compensation (statutory limits), and Employer's Liability Insurance (\$500,000 each occurrence).
 4. Professional liability insurance covering damages resulting from errors or omissions of the Consultant, its directors, officers, employees, agents and any other persons for whom it is legally responsible. The limit of liability shall be not less than \$1,000,000.

The Consultant shall name CITY, its agents, officials and employees as Additional Insured's (except for Professional Liability and Workers Compensation Insurance, to which this requirement does not apply) and shall specify that the insurance afforded by the Consultant shall be primary insurance and that any insurance coverage carried or self-insurance of the CITY, or any employee shall be excess coverage and not contributory insurance to that provided by the Consultant. Said policy shall contain a severability of interests provision. CITY reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Consultant.

The Consultant shall provide the CITY with Certificates of Insurance with Additional Insured endorsements within ten (10) days of the execution of this Agreement evidencing all of the coverage's required above. Such certificates shall provide that the CITY is given at least thirty (30) days prior written notice of any cancellation, intention not to renew, or material change in such coverage. Consultant must provide Certificates of Insurance before commencing work in connection with the Agreement.

- C. Additional insurance coverage may be required at the CITY'S discretion where the CITY determines, in its sole and sound discretion that the nature of the services to be performed is deemed to be hazardous in nature, or of such other character as to make such additional coverage warranted and/or prudent.
- D. Failure on the part of the CONSULTANT to procure and maintain the required liability insurance and provide proof thereof to the CITY within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of this Agreement upon which the CITY may immediately terminate this Agreement. The CITY reserves the right to request and promptly receive copies of any or all of the above policies and/or endorsements.

ARTICLE VII -- CANCELLATION OF AGREEMENT

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by CITY or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CITY or its departments or agencies is, at any time while the Agreement or any extension of the Contract 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 thereof.

ARTICLE VIII -- NON-DISCRIMINATION

The CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 2009-09, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities. The CONSULTANT shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The CONSULTANT shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The CONSULTANT shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX-- NOTICE

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

CONSULTANT

City of Cottonwood

c/o Lance McIntosh _____

c/o Morgan Scott _____

C&S Engineers, Inc. _____

Development Services Manager _____

9200 East Pima Center Pkwy., Suite 240 _____

1490 W. Mingus Ave _____

Scottsdale, Arizona 85258 _____

Cottonwood, AZ 86326 _____

ARTICLE X -- CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

ARTICLE XI -- SEVERABILITY

If any part of this Agreement shall be held unenforceable by a court of competent jurisdiction, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE XII-WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the party's subsequent rights and obligations under that or any other provision. Waiver by either party of the breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

ARTICLE XIII - CITY'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE CITY FOR CAUSE

If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially or materially violates or breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for fifteen (15) days after the Contractor receives from the City written notice of such nonperformance or violation, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

Upon termination of this Agreement by the City, the City will be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Contractor under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City will fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and will make payment accordingly. The Contractor may dispute the City's assessment of the termination amount by any method of dispute resolution permitted under this Agreement.

Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three (3) working days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Agreement by giving three (3) working days' written notice to the Contractor unless the Contractor or the trustee:

- a. Promptly cures all breaches.
- b. Provides adequate assurances of future performance.
- c. Compensates the City for actual pecuniary loss resulting from such breaches.
- d. Assumes the obligations of the Contractor within the statutory time limits.

TERMINATION BY THE CITY FOR CONVENIENCE

The City may terminate this Agreement, in whole or in part, at any time for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of notice of termination, the Contractor shall immediately discontinue all services affected as of the stated effective date, unless such notice directs otherwise. In the event of a termination for convenience by the City, the Contractor's sole and exclusive right and remedy shall be to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination minus City's claims. The Contractor shall not be entitled to be paid any amount as profit for unperformed services or any other consideration for the terminated portions of the work.

SUSPENSION BY THE CITY FOR CONVENIENCE

The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

Adjustments caused by suspension, delay or interruption shall be made for increases in the GMP, compensation for Design Phase Services, the Contractor's Fee and/or the date of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for or could have mitigated the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE XIV- LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT warrants that it does and will continue to comply with all state and federal immigration laws and regulations, including without limitation Arizona Revised Statutes (ARS) Section 41-4401 (Government procurement; E-verify requirement; definitions) and ARS Section 23-214, and that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its sub Consultants and sub-sub Consultants to provide the same warranties to the Consultant. The Consultant acknowledges that a breach of this warranty by Consultant or by any sub Consultant or sub-sub Consultant under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the City. The City retains the legal right to inspect the papers of any Consultant, sub Consultant and sub-sub Consultant employee who performs work under this Contract, and to conduct random verification of the employment records of the Consultant and each sub Consultant and sub-sub Consultant who works on this Contract, to ensure that the Consultant and each sub Consultant and sub-sub Consultant is complying with the warranties set forth above.

ARTICLE XV- FEDERAL CONTRACT PROVISIONS

The Consultant shall comply will all Federal Contract Provisions as detailed, but not limited to, in Appendix B.

ARTICLE XVI – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Sudan or Iran. The submission of a false certification by CONSULTANT may result in action that includes termination of this Agreement.

L R McIntosh
C&S Engineers, Inc.
Consultant

Lance R. McIntosh
Name

Department Manager
Title

5/3/13
Date of Signing

CITY

City of Cottonwood

By: *Diane Joens*
Diane Joens, Mayor

5-23-13
Date of Signing

Attest:

Marianne Jimenez
Marianne Jimenez, City Clerk

Approved as to form:

By: *Steve Horton*
Steve Horton, City Attorney



Airport Projects - by Airport

Airport Name - County	Project Component	Project Description	State Share	Local Share	Federal Share	Project Total
COTTONWOOD - YAVAPAI						
2013	APMS - Runway Pavement Preservation	Thin asphalt overlay/PFC. RW1432CT 10.	\$351,310	\$39,035	\$0	\$390,345
2013	Other:<Construct/Rehabilitate> Parking Lot (non revenue producing-non hub/MAP) - Other	Expand front visitor parking from 6 spaces to 40 spaces.	\$5,250	\$5,250	\$199,500	\$210,000
2013	Equipment:Install Weather Reporting Equipment {describe, e.g., AWOS } - Standards	Install AWOS.	\$8,750	\$8,750	\$332,500	\$350,000
2014	Other:Environmental Mitigation	Design/constr. AC wash rack.	\$5,000	\$5,000	\$190,000	\$200,000
2016	APMS - Apron Pavement Preservation	Crack seal and rubberized asphalt emulsion seal coat. A01CT 20.	\$67,953	\$7,550	\$0	\$75,503
2016	Planning:<Conduct/Update> <Airport Master Plan Study (ALP, EA, etc.)>	ALP update & environmental review for extension of Rwy 32.	\$2,000	\$2,000	\$76,000	\$80,000
2016	Land:Acquire <land/easement> for development/relocation	Purchase approx. 11.6 acres to allow for future airport development & equipment such as an AWOS and relocated segmented circle.	\$16,875	\$16,875	\$641,250	\$675,000
2016	APMS - Taxiway Pavement Preservation	Thin asphalt overlay/PFC. TWA2CT 10.	\$203,105	\$22,567	\$0	\$225,672
2017	Runways:<Extend/Widen/Strengthen> Runway [to meet standards] - Standards	Design and constr. Rwy 32 extension - approx. 300 ft x 75 ft.	\$9,125	\$9,125	\$346,750	\$365,000
2017	Land:Acquire <land/easement> for development/relocation	Purchase approx. 11.6 acres to allow for future airport development & equipment such as an AWOS and relocated segmented circle.	\$16,875	\$16,875	\$641,250	\$675,000
Airport Total:			\$686,243	\$133,027	\$2,427,250	\$3,246,520
DOUGLAS MUNI - COCHISE						
2013	APMS - Taxiway Pavement Preservation	Thin asphalt overlay/PFC TWA2DM 10.	\$263,330	\$29,259	\$0	\$292,589
2014	Runway MIRL/HIRL, Install	Design/constr./rehab. Rwy lighting, MIRL (5,760 ft x 75 ft), apron lighting, beacon, segmented circle, & windcone.	\$900,000	\$100,000	\$0	\$1,000,000
2016	APMS - Apron Pavement Preservation	Thin asphalt overlay/PFC A02DM 10.	\$411,905	\$45,767	\$0	\$457,672
2016	APMS - Apron Pavement Preservation	Crack seal and rubberized asphalt emulsion seal coat A01DM 10.	\$48,996	\$5,444	\$0	\$54,440
2017	Land for Protection (Safety Areas), Acquire	Land Acq. of RPZ for Rwy 12 approx. 1.5 acres of APN 410-25-002C.	\$540,000	\$60,000	\$0	\$600,000
Airport Total:			\$2,164,231	\$240,470	\$0	\$2,404,701
ELOY MUNI - PINAL						
2013	Apron:Rehabilitate Apron - Reconstruction	Rehab. of apron & hangar taxiways (15,450 sy) Ph. 2.	\$25,000	\$25,000	\$950,000	\$1,000,000
2014	Ground Transportation:<Construct/Expand/Improve/Modify/Rehabilitate> Access Road - Other	Design recon. of Lear Drive including removal of extg. Lear Drive pavement & base & installation of new base & pavement (1,600 ft x 24 ft) Ph. 1.	\$2,500	\$2,500	\$95,000	\$100,000
2014	Taxiways:Construct Taxiway [includes relocation]	Design relocation of Twy A (17,000 sy) to meet FAA design standards. Project also includes new MITL, Ph. 2.	\$6,250	\$6,250	\$237,500	\$250,000

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- Civil Rights Act of 1964, Title VI Contractor Contractual Requirements - Title 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees Title 49 CFR Part 20
- Access to Records and Reports Title 49 CFR Part 18.36
- Disadvantaged Business Enterprise Title 49 CFR Part 26
- Breach of Contract Terms Title 49 CFR Part 18.36
- Rights to Inventions Title 49 CFR Part 18.36
- Trade Restriction Clause Title 49 CFR Part 30
- Termination of Contract Title 49 CFR Part 18.36
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Title 49 CFR Part 29

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

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL
CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

ACCESS TO RECORDS AND REPORTS

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

DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[specify number]** days from the receipt of each payment the prime contractor receives from **[Name of recipient]**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

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

TERMINATION OF CONTRACT

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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