



**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR
CONSULTING SERVICES**

City of Kingman
Kingman Municipal Airport
7000 Flightline Drive
Kingman, AZ 86401

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title: **Consulting Services for Industrial Park Master Development Plan at Kingman**

Release Date: **February 7, 2022**

Advertisement Dates: **February 6 & February 13, 2022 – Newspaper**

Final Date for Inquiries: **February 14, 2022**

SOQ Due Date and Time: **February 22, 2022**
3:00 p.m.
310 North Fourth St.
Kingman, AZ 86401

Shortlist Announced for Oral Interviews (if necessary): **February 24, 2022**

Oral Interviews (if necessary): **February 28, 2022**

Target City Council Award Date: **March 15, 2022**

RFQ Administrator: **Doug Breckenridge** dbreckenridge@cityofkingman.gov
(928) 565-1420

* In the event that a Consulting Firm cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the City's sole discretion.

** The City of Kingman reserves the right to amend the solicitation schedule as necessary.

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PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Services. The City of Kingman (“City”) is issuing this Request For Qualifications (“RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed Consulting Firms interested in providing planning services to undertake the development of a comprehensive Industrial Park Master Development Plan (“PLAN”) for approximately 1,810 acres at the Kingman Municipal Airport Industrial Park (the “Site”) (collectively, the “Services”), as more particularly described in Subsection 1.1(A) below and the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. This will be a one-step, qualifications-based process as authorized by ARIZ. REV. STAT. §§ 34-601 through 34-613. A separate Request for Proposal will not be issued. In accordance with the Procurement Code of the City of Kingman, Arizona, and Arizona Revised Statutes Title 34, the City will accept sealed SOQ for the Services.

A. Background. The City is currently undergoing the process of releasing approximately 1,810 acres from the Federal Aviation Administration conditions and has identified the site for future expansion of the Kingman Industrial Park. City has determined the need to develop a Master Development Plan for the expansion of the industrial park into the 1,810 acres, along with elements of the Industrial Park Master Development Plan that will be used in the current Environmental Assessment of the land release study.

1.2 Preparation/Submission of SOQ. Firms are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The City may consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance with the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the City’s sole opinion, any of the following are true:

- (1) Consulting Firm does not meet the minimum required skill, experience, or requirements to perform or provide the Services.
- (2) Consulting Firm has a record of failing to fully perform or fulfill contractual obligations.
- (3) Consulting Firm cannot demonstrate financial stability.
- (4) Consulting Firm’s SOQ contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the SOQ.

B. Submittal Quantities. Interested Firms must submit **one hardcopy original** and **one PDF copy** of the SOQ on a CD-ROM, USB drive, or similar electronic storage device. The PDF copy must be in one electronic file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being deemed non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **16** pages to address the SOQ criteria (excluding cover letter, resumes, and the Consultant Firm Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. A cover, back, table of contents, and tabs may be used and shall not be included in the page count unless they include additional project-specific information or SOQ criteria responses. Consultanting Firms are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparing the SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size, and font criteria and shall result in the SOQ being deemed non-responsive. Each SOQ shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II below and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Consultanting Firm. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Firm may be determined non-responsive.
- (2) Firm Information Form, with an **original ink signature**.
- (3) References.
- (4) Project Schedule, if required by the City prior to the submittal deadline.
- (5) Resumes, Licenses, and Certifications (if required for the Services).
- (6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Firm Responsibilities. All Firms shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ, and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A Firm submitting a late SOQ shall be so notified.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ title, "**Sealed SOQ – Master Development Plan at the Kingman Industrial Park,**" on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Kingman Municipal Airport, 7000 Flightline Drive, Kingman, AZ 86401. Proposals must be received by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail), or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ

Due Date and Time, a Firm (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail), or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended, or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Firm is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed only to the RFQ Administrator whose name appears on the cover page of this RFQ. Questions shall be submitted in writing, via e-mail or hard copy, by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Verbal or telephone inquiries **will not be answered**, and Firms attempting to do so will be directed to submit written inquiries. Any inquiries related to this RFQ shall refer to the title, page, and paragraph. However, the Respondent should not place the RFQ title on the outside of any envelope containing questions because such an envelope may be identified as a Submittal and may not be opened until after the RFQ Deadline. Any Firm found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting an SOQ, or if an SOQ is received, such SOQ shall be deemed non-responsive.

B. Inquiries Answered. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at www.cityofkingman.gov. The RFQ Administrator shall endeavor to post the compilation not later than two days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Design-Build Firm's SOQ non-responsive. Firms are strongly encouraged to attend the Pre-Submittal Conference, even if designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum will result in the SOQ being rejected as non-responsive. It shall be the Firm's responsibility to check for addenda issued to this RFQ. Any addendum issued by the City with respect to this RFQ will be available at:

Kingman Municipal Airport
7000 Flightline Drive
Kingman, AZ 86401
City's website at www.cityofkingman.gov

1.6 Public Record. All SOQ shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Procurement Code of the City of Kingman, Arizona, and Arizona Revised Statutes Title 34.

1.7 Confidential Information. If a Firm believes that an SOQ or protest contains information that should be withheld from the public record, Firm shall include in the submission a statement advising the RFQ Administrator of this fact, and the information shall be clearly identified. The information identified by the Firm as confidential shall not be disclosed until the City Manager or authorized designee makes a written determination. The City Manager or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFQ Administrator shall inform the Firm in writing of such determination.

1.8 Firm Licensing and Registration. Prior to the award of the Agreement, the successful Firm shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. The Firm shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Firm certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a City employee, officer, or agent in connection with the submitted SOQ. It (including the Firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee described below, elected officials, the City Manager, Department Heads, and other City staff. All inquiries must be addressed to the City's RFQ Administrator. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations, including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover

letter of the SOQ and the Consultant Firm Information Form is genuine, and the person signing has the authority to bind the Design-Build Firm. Failure to sign the cover letter and the Firm Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Agreement and agrees to submit proposed changes thereto, if any, with its SOQ.

1.10 Award of Agreement.

A. Evaluation; Selection. A “Selection Committee” composed of representatives from the City and a third-party representative with experience in Consulting will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee may create a final ranking of the Firms based upon its evaluation of (1) the SOQ, (2) information provided by references, and (3) criteria outlined in this RFQ. If necessary, the Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected Firms and, upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified Firms. The RFQ Administrator will enter into negotiations with the highest-scoring Firm from the final list; if an agreement cannot be reached, the RFQ Administrator will enter into negotiations with the next highest scoring Firm until an agreement is reached.

B. Line Item Option. Unless the SOQ states otherwise, or unless otherwise provided within this RFQ, the City reserves the right to award by individual line item, by a group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Form of Agreement. The selected Consulting Firm will be required to execute an agreement substantially similar to the City’s standard Agreement in a form acceptable to the City Attorney. A sample of the Agreement is included with this RFQ. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQ or portions thereof, and (3) cancel or reissue this RFQ.

E. Protests. Any Consulting Firm may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Procurement Code of the City of Kingman, Arizona, and Arizona Revised Statutes Title 34.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only or if oral interviews are necessary with up to three of the highest-ranked Firms based upon the SOQ submittal scoring.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the

format as outlined below. Failure to conform to the designated format, standards, and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criterion and not the minimum number that the Selection Committee may award.

A. **General Information - 10 pts.**

(1) One-page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide Consulting Firm identification information. Explain the Consulting Firm's legal organization, including the legal name, address, identification number, and legal form of the Consulting Firm (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Consulting Firm is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address, and telephone number of the person to contact concerning the SOQ.

(3) Identify the location of the Consulting Firm's principal office and the local work office, if different from the principal office. Include any documentation that supports the Consulting Firm's authority to provide services in Arizona.

(4) Provide a general description of the Consulting Firm that is proposing to provide the Services, including years in business.

(5) Identify any contract or subcontract held by the Consulting Firm or officers of the Firm that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Consulting Firm Information Form, with an **original ink signature** (may be attached as a separate appendix).

B. **Experience and Qualifications of the Firm - 55 pts.**

(1) Provide a detailed description of the Consulting Firm's experience in providing similar services to municipalities or other entities of a similar size to the City; specifically relating experience to the following:

- (a) Land Use Plan, including resulting lot configurations;
- (b) Industrial Park Infrastructure development, including but not

limited to roadway design, anticipated traffic volumes, avigation easements, rail, grading, drainage, stormwater management features, and utilities (sewerage, water, gas, electric, telecommunications, fiber);

- (c) Analysis of and Recommendations for Covenants, Codes, and Restrictions as they relate to 3.a-c above.
- (d) Development of Marketing Strategies for the sale of parcels.
- (e) Coordination with stakeholders, Federal and Local Government Agencies.

(2) Consulting Firm must demonstrate successful completion of a Industrial Park Master Development Plan. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget and projects with attributes similar to this project in size, nature, and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number, and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references maybe checked, and it is Consulting Firm’s responsibility to ensure that all information is accurate and current. Consulting Firm authorizes the RFQ Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. The City’s inability to verify references may result in the SOQ being considered non-responsive.

(3) The RFQ Administrator may conduct any investigation deemed necessary to determine the Consulting Firm’s ability to perform the project. Consulting Firms may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 25 pts.

(1) Identify each key personnel member that will render services to the City, including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Consulting Firm only from the perspective of what their role will be in providing services to the City.

(3) If a subconsultant will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each résumé shall not exceed two pages in length.

D. Project Approach - 10 pts.

(1) Describe the Consulting Firm's approach to performing the required Services described in Subsection 1.1(A) above and the Scope of Work attached hereto as Exhibit A, including the following processes:

- (a) Planning.
- (b) Estimating.
- (c) Scheduling.
- (d) Cost controls.
- (e) Project management and team organization.
- (f) Bid package management.
- (g) Management of overhead costs.

Total Possible Points for SOQ Submittal:

100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Consulting Firm cannot be selected based solely on the SOQ submitted, up to three Consulting Firms may be selected for oral interviews. The selected Design-Build Firms will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Consulting Firms may be given additional information for these oral interviews.

Oral Interview

40	Experience and Qualifications of the Consulting Firm
40	Key Positions
<u>20</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFQ:

200

PART IV. CONSULTING FIRM INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Consulting Firm certifies that it has reviewed the administrative information and draft of the Consulting Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound to an agreement in a form acceptable to the City Attorney.

CONSULTING FIRM SUBMITTING SOQ FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

ADDRESS TELEPHONE FAX #

CITY STATE ZIP DATE

WEB SITE: _____ E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES (check the appropriate item(s):

_____ Small Business Enterprise (SBE)

_____ Minority Business Enterprise (MBE)

_____ Disadvantaged Business Enterprise (DBE)

_____ Women-Owned Business Enterprise (WBE)

Has the Consulting Firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**EXHIBIT A
AGREEMENT FOR
FOR PROFESSIONAL SERVICES FOR
INDUSTRIAL PARK MASTER DEVELOPMENT PLAN**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and XXXXXXXX., hereinafter called "CONSULTANT".

WITNESSETH

WHEREAS, the CITY wishes to obtain consulting services for an Industrial Park Master Development Plan; and

WHEREAS, CONSULTANT submitted a Detailed Scope of Services dated Month XX, 2022 attached hereto and made a part hereof as Exhibit A, offering to perform consulting services XXXXXXXX; and

WHEREAS, CONSULTANT has agreed to complete the work for a fee not to exceed \$XXXXXXX as detailed in Exhibit A; and

WHEREAS, it has been determined that CONSULTANT is qualified and ready to perform the services as required by this Agreement;

NOW THEREFORE, it is mutually agreed as follows:

I. CONSULTANT'S DUTIES

- A. CONSULTANT shall provide all labor, materials and equipment and complete all tasks necessary for the completion of the Industrial Park Master Development Plan as outlined in Exhibit A.
- B. CONSULTANT shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

II. CITY DUTIES

The CITY agrees to provide information and make payment for the work covered under this Agreement in accordance with the following:

- A. The CITY shall provide CONSULTANT with copies of plans, reports, drawings or other information of record applicable to this project.
- B. The CITY shall pay CONSULTANT for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City Council.

III. GENERAL COVENANTS

It is further agreed by the CITY and CONSULTANT as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, CONSULTANT shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall at the option of the CITY, become its property and CONSULTANT shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by CONSULTANT.

- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT compensation, which are mutually agreed upon by and between the CITY and CONSULTANT, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** CONSULTANT represents that he has or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. **ASSIGNABILITY.** Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention).** CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by CONSULTANT at the completion of the Agreement for retention for five years. Said records shall be made available for Inspection at CONSULTANT's offices during normal business hours, upon request, to the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL.** All of the reports, data, information, etc., prepared or assembled by CONSULTANT under this Agreement are confidential and shall not be made

available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;
- 2) was available to CONSULTANT on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify CITY and shall cooperate with CITY prior disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

- G. **COPYRIGHT**. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT.
- H. **DELAYS**. CONSULTANT shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of CONSULTANT. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE**. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
- J. **STANDARD OF CARE – PROFESSIONAL SERVICES**. Subject to limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, CONSULTANT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time CONSULTANT's services are rendered. CONSULTANT does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS**. If CONSULTANT'S performance of services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT'S subcontractors) CONSULTANT shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by CITY.

**CITY OF KINGMAN
KINGMAN INDUSTRIAL PARK**

- L. **SEPARABILITY**. In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.
- M. **COMPLETION TIME**. The CONSULTANT shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION**. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings) to the extent arising out of, or alleged to have resulted from the CONSULTANT's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. CONSULTANT'S duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to, impairment, or destruction of property caused by any negligent acts, errors, mistakes or omissions related to professional services in the performance of this Contract, including any person for whose acts, errors, mistakes or omissions the CONSULTANT may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS**. The CONSULTANT retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering CONSULTANT's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the CONSULTANT, or any person employed by the CONSULTANT, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS**. The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Consultant must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

A breach of the Consultant Immigration Warranty shall constitute a material breach of this

Contract and shall subject the Consultant to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant's employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of Subconsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The Consultant and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

Q. TITLE VI LIST OF PERTIENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1) 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);
- 2) 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);
- 3) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 5) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 6) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 7) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 8) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

- 9) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 10) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex);
- 11) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 12) Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 13) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

IN WITNESS WHEREOF, we have set our hands and seal the day, month and year first above written.

XXXXXXXXXX.

Name/Title

State of Arizona)
)ss.
County of _____)

Subscribed and Sworn to
Before Me This _____ day of
_____, 20__.

Notary Public

My Commission Expires: _____

.....
CITY OF KINGMAN, ARIZONA

JEN MILES, MAYOR

Attest:

ANNIE MERIDITH, CITY CLERK

**EXHIBIT A
SCOPE OF WORK**