

Request for Statement of Qualifications

Design-Build

For

Prescott Fire Training Tower

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Vacant, Council Member

CITY CLERK:

Sarah M. Siep

FIRE CHIEF:

Holger Durre

Request for Statement of Qualifications Design-Build

Prescott Fire Training Tower

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons, DB Teams and or contractors to provide Design – Build services for Prescott Fire Training Tower. Only persons, DB Teams or contractors capable of providing the requested discipline of the services will receive consideration.

MANDATORY PRE-SUBMITTAL CONFERENCE: May 28, 2025, at 10:00a.m., City of Prescott Public Works Department, 433 N. Virginia Street, Prescott AZ 86301.

PROPOSAL OPENING: Thursday, June 12, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 1st Floor, Prescott, Arizona 86301.**

In accordance with local and State law, sealed SOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00p.m. on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00p.m. on the referenced date will be returned unopened.

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

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: May 11 and 18, 2025

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Design-Build**

Prescott Fire Training Tower

Table of Contents

I.	GENERAL INFORMATION	4
	A. DESCRIPTION OF WORK / SCOPE OF WORK.....	4
	B. REQUESTS FOR INFORMATION	6
	C. MANDATORY PRE-SUBMITTAL CONFERENCE.....	7
II.	STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA	7
	A. GENERAL REQUIREMENTS	7
	B. PROPRIETARY INFORMATION.....	8
	C. SUBMITTAL REQUIREMENTS	8
	D. DELIVERY OF SUBMITTALS	9
	E. MINIMUM TEAM QUALIFICATIONS	9
III.	EVALUATION CRITERIA	9
IV.	EVALUATION AND SELECTION PROCESS.....	11
	A. OVERVIEW	11
	B. FINAL RANKING AND CONTRACT NEGOTIATION.....	11
	C. TERM OF CONTRACT.....	12
	D. TERMINATION OF CONTRACT	12
	E. PROTEST POLICY	12
V.	ATTACHMENTS.....	15

I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons, firms, or contractors (hereinafter “DB Teams”) to submit a written Statement of Qualifications (SOQ) for the design and construction of the Prescott Fire Training Tower.

The City intends to select a Design-Build (DB) Team through a procurement process pursuant to A.R.S. § 34-603 and wishes to employ the Design-Build project delivery process to encourage a creative value engineering approach through the interactive efforts of an experienced, highly motivated DB Team. The Design-Build process is expected to foster a cooperative owner-designer-constructor effort to review completed design documents, to identify potential value engineering concepts and to complete construction of the project.

The City’s primary objective in utilizing the Design-Build approach for this project is to bring the best available construction experience and expertise together to work flexibly and cooperatively and meet the schedule and budget challenges presented by this project. The City will expect the following from the DB Team:

- An accurate project delivery schedule,
- Ability to maintain delivery according to an approved schedule,
- Optimal use of available budget, and quality construction.

The City will encourage the development of creative options to maximize the value of the end product received.

Only one contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-603. The contract will be for the term of one (1) year, with the consideration of a one-year extension based on successful completion of work and mutual agreement.

To be eligible for consideration, DB Teams must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience with design and construction of buildings, site development, utility installations, and all other disciplines necessary to successfully deliver the desired results.

The City will apply a one-step process to select the successful DB Team under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions, but no more than five (5) of the highest ranked DB Teams.

A. DESCRIPTION OF WORK / SCOPE OF WORK

The Design Build (DB) Team will begin in a lead role for preconstruction services and will hold the construction contract with the City of Prescott (“City”). Design phase services are anticipated to include architectural, structural, civil, mechanical, electrical, plumbing, and related work. At some point, the DB Team will assume the risk of delivering the project through a guaranteed maximum price.

The DB Team will be responsible for construction means and methods. There will be no limit to the amount of self-performance allowed by the City.

Full description / Scope of Work for the project and work needing to be designed and constructed:

The Prescott Fire Training Tower shall consist of a NFPA Certified Custom Fabricated Live Fire and Confined Spaces Five (5) Story Training Facility specifically prepared for the Prescott Fire Department located in Prescott, Arizona. The work includes but is not limited to the training tower and foundations, site preparation, to include removal of conflicting concrete slab, and importing select subgrade materials, and grading to provide for positive drainage away from the tower.

DB Team shall submit certification from a Nationally Recognized (third-party) Testing Laboratory (NRTL) at time of the proposal noting NFPA 1402 2019 Edition Compliance. At time of delivery, the training facility shall bear a placard issued by an NRTL noting NFPA 1402 2019 Compliance (exemplar of placard to be submitted at time of proposal).

DB Team shall employ certified welders as required by AWS D1.1 Structural Welding Code. DB Team shall submit certificates showing compliance at the time of proposal.

DB Team shall employ a Registered Professional Engineer (PE) in Arizona and shall submit certificate showing compliance at time of the proposal.

DB Team shall provide a site-specific foundation design (Prescott shall provide a site-specific geotechnical report) signed / stamped by a PE within two weeks of project award.

DB Team shall provide past performance along with customer contact information showing capability to fabricate/deliver/assemble a similar facility (three examples minimum within 200 miles of Prescott, Arizona).

DB Team shall be responsible for all applicable permits, to include a City of Prescott building permit.

The facility shall be delivered within nine (9) to twelve (12) months upon project award and layout drawing approval.

The facility shall be painted Prescott's choice of color.

Awarded DB Team shall include a (3) three day "Train the Trainer Course" for up to twelve (12) students within two weeks of training facility delivery. Course shall be conducted on-site by a Certified Fire Instructor (CFI).

DB Team shall include an electronic version of the Training Facility Operations and Maintenance Manual upon delivery.

Training Facility Technical Requirements:

- The training facility shall be five (5) stories and be constructed from International Organization for Standardization (ISO) containers.
- DB Team shall provide a pictorial representation of their training facility solution at time of proposal that substantially satisfies the requirements contained herein.
- The selected DB Team shall prepare layout drawings and coordinate a design review meeting to finalize the facility configuration/layout upon project award.

- The Live-Fire Component of the training facility shall be a fully insulated secondary structure within the container units. Three (3) designated areas shall be designed specifically for repeated live-fire training (two areas shall be Class “A” fueled (floors 1 and 2) and one area shall be Class “B” fueled (floor 3).
- Include a pitched roof prop for vertical ventilation training purposes over the second-floor live-fire room.
- Include a flat roof prop on the roof of level 4 or 5 for truck company operations.
- Include multiple points of egress via personnel doors and include windows for differing training scenarios.
- Include a full-height interior stair system to support various training scenarios.
- Include a full-height exterior stair system to support various training scenarios.
- Include a 4’ x 8’ Wall Breach Simulator designed to hold 2” x 4” wood studs and drywall.
- Include an SCBA Reconfigurable Maze System allowing the interior floor space to be reconfigured to support various interior fire attack scenarios (maze system located in all non-burn units).
- Include rooftops with galvanized bar grating (no substitutes) and OSHA Compliant Galvanized Guard Railing.
- Include a Third-Party Tested and Certified Rappelling Station (certification to be provided at time of delivery) with OSHA Compliant Anchors.
- Include a full height standpipe system with a Siamese FDC connection at ground level, hose connections at all story-levels, and sprinkler system.
- Include a forced entry and cutting door system for Halligan, sledge, and k-saw training.
- Include a garage door cutting prop and rebar cutting prop.
- Include smoke machines and ducting on all floors
- Include electrical outlets and lighting on all floors

B. REQUESTS FOR INFORMATION

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

Jaimie Sventek
 Contacts Coordinator
 City of Prescott – Purchasing
 contracts@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00p.m. on Tuesday, June 3, 2025. Responses, or addenda as required, will be issued no later than 12:00p.m. on Monday, June 9, 2025. Receipt of addenda must be acknowledged on the required form in the DB Team's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

C. MANDATORY PRE-SUBMITTAL CONFERENCE

This pre-submittal conference is mandatory for potential DB Teams. Submittals will only be accepted from proposers in attendance as established on the sign-in sheet.

The pre-submittal conference will be held on Wednesday, May 28, 2025, at 10:00a.m., at City of Prescott Public Works Department, 433 N. Virginia Street, Prescott AZ 86301.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document. Wherever the word "Design Build Team" (DB Team) is used in this RSOQ, it shall mean each or any of the individuals, firms, partnerships, or corporations, submitting an SOQ for performance of the Design-Build services being sought by the City for this project.

A. GENERAL REQUIREMENTS

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

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

- Cover letter indicating interest in providing services herein and in the scoping report.
- Location of the DB Team
- Statement of the DB Team's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) similar projects in Arizona which the DB Team participated. Describe the DB Team's role in the project and scope of work that demonstrates the DB Team's expertise. Provide the name and contact information for each project.
- Description of how the DB Team would approach, manage, and complete the related project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by DB Teams or individuals.

- List and provide a brief description of projects currently under contract with other government agencies.

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

B. PROPRIETARY INFORMATION

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

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

C. SUBMITTAL REQUIREMENTS

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

The SOQ shall be limited to no more than five (5) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the DB Team's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the SOQ. The letter shall be on the DB Team's company letterhead and shall be signed by an officer or principal of the DB Team with contracting authority.

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

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

D. DELIVERY OF SUBMITTALS

Sealed SOQs will be received **before 2:00p.m. on Thursday, June 12, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Council Chambers.

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

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

**Request for Statement of Qualifications:
Prescott Fire Training Tower
Due before 2:00p.m. on June 12, 2025**

E. MINIMUM TEAM QUALIFICATIONS

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

III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the DB Team to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the DB Team's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

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

A. GENERAL DESIGN BUILD TEAM INFORMATION

5 points possible

- Brief overview of the Design-Build Team.
- Submission requirements met.

B. EXPERIENCE AND QUALIFICATIONS OF FIRMS AND KEY PERSONNEL

25 points possible

- Identify the number of comparable projects completed within the past five (5) years where the firm(s) and or DB Teams provided DESIGN-BUILD services (Arizona projects preferred). Provide a brief description of the similar projects in which the DB Team has participated and include contact information.

- Describe/highlight the DB Team personnel's roles in a minimum of three (3) of these projects.
- Describe how the three (3) projects' budget, schedule and complexity were addressed. Identify the resolution process on issues/differences that may arise with project stakeholders (e.g., consultant, City, franchise utilities, residents, etc.) during the performance of a Design-Build contract.
- Provide names of the team members proposed for the project and applicable licenses held.
- Provide a brief resume of each of the key team members describing their experience and background.
- Provide a summary of the current workload of key team members and a list of their notable projects.
- Provide a list of all sub-consultants proposed to be utilized on the project and a description of their roles.
- Provide an in-depth discussion of the proposed project manager and project superintendent.
- Submit a proposed subcontractor selection plan. The subcontractor selection plan must select subcontracts based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

C. PROPOSED PROJECT APPROACH

30 points possible

Provide the DB Team's technical approach to critical success factors for this project. Include the following items as part of your overall discussion:

- Involvement with design development and refinement.
- Planning, scheduling, estimating, and managing construction, dispute resolution and safety management.
- Design review, cost and scope control, value engineering and working with a project design engineer.
- Directly addressing all public concerns associated with the construction and demonstrating the approach to minimizing disruptions.
- Describe your methodology and approach to the development of design solutions for this project.

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

The DB Team hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions. Additionally, the DB Team must be accessible to City staff and citizens (e.g., public meetings, outreach and relations) and

provide such communications to the City during the design and construction phases of the project.

- Explain why your BD Team and project manager are particularly qualified to perform the required services in the Prescott area. Demonstrate the project manager's knowledge of local geology, climate practices, materials, and codes.
- List of projects currently under contract with other government agencies.
- Specific experience of the DB Team within Arizona.
- Specific experience of the DB Team with the City of Prescott.
- Provide a detailed discussion and identification of areas that will require special attention and/or innovative approaches.

E. OVERALL EVALUATION

10 points possible

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

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

IV. EVALUATION AND SELECTION PROCESS

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

A. OVERVIEW

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

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the DB Teams to generate a final list of at least three (3) but no more than five (5) DB Teams. The City will then notify each of the candidate DB Teams of the final rankings.

The contracts will be for the term of one (1) year, with the consideration of a one-year extension based on successful completion of work and mutual agreement. The City will determine the value of each contract based on projected City needs and available budget.

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

C. TERM OF CONTRACT

The contract resulting from this request shall commence on a fully executed contract, tentatively set to be awarded in July 2025, for an initial period of one (1) year. The decision to renew shall be solely the City's. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

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

E. PROTEST POLICY

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

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

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

H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- I.** Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- J.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

K. Contractor Immigration Warranty

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

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

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

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

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

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

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

- L.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.
- M.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, DB Team certifies that the DB Team does not currently, and agrees for the duration of the contract that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People's Republic of China
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - 3. Any DB Team, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

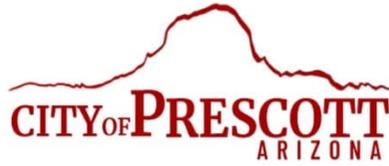
- N.** Contracting with small and minority DB Teams, women's business enterprise and labor surplus area DB Teams:
 - 1. The Company will take all necessary affirmative steps to assure that minority DB Teams, women's business enterprises, and labor surplus area DB Teams are used when possible.
 - 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

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

V. ATTACHMENTS

- A. Certification of Non-Collusion**
- B. Construction Insurance Requirements**
- C. Sample Design Build Contract**
- D. Geotechnical Report**

CERTIFICATION OF NON-COLLUSION



PRESCOTT FIRE TRAINING TOWER

Company Name: _____

The person, corporation, or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

Dated this _____ day of _____ 2025.

Signature

Phone Number

Written Name

Email Address



CONSTRUCTION INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

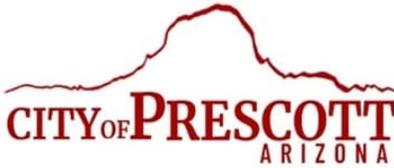
**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott, AZ 86301**

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

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



ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

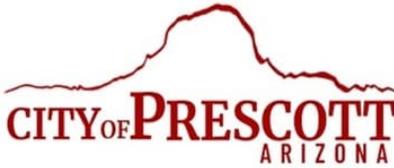
Commercial General Liability – Occurrence Form –

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

- General Aggregate \$ 3,000,000
- Products – Completed Operations Aggregate \$ 3,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

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

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for



the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

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

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

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

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation Employer’s Liability	Statutory
• Each Accident -	\$1,000,000
• Disease – each employee -	\$1,000,000
• Disease – policy limit -	\$1,000,000

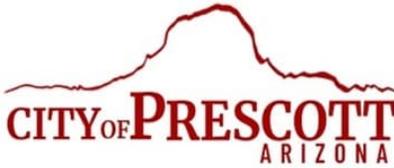
Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

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

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

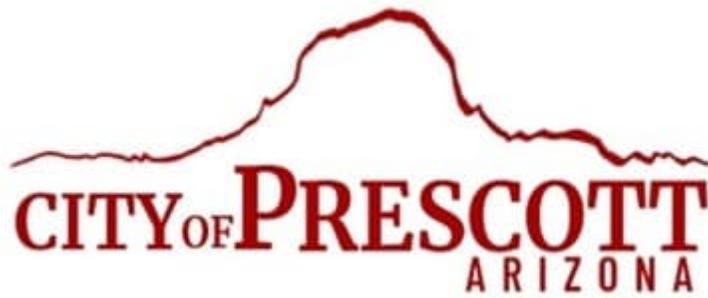


Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable)



PROFESSIONAL SERVICES AGREEMENT

****Project Title**

Contract No. **-*****

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

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

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

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

- I. **PROJECT STANDARDS:** The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public’s health, safety, and welfare, in addition to improving the long-term value of the City’s infrastructure assets. The following standards shall govern all public and private improvements related to the project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (“MAG”), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as “Standards”).
- II. **SCOPE OF SERVICES:** Professional shall provide the “Services” set forth on the attached Exhibit A Scope of Services in accordance with the terms and conditions of this Agreement. Services provided by the Professional shall include any and all services reasonably

contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in Exhibit A to the satisfaction of the City Public Works Director (hereinafter referred to as “Director”), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.

- A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the Professional may be required to undertake or perform a geotechnical investigation, materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.
- B. The Professional shall, at all times, perform the required services consistent with the Standards and generally accepted engineering principles and design practices. In addition, the Professional shall:
 - 1. Prepare the detailed Scope of Services for the Project as more specifically described in Exhibit A.
 - 2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional’s attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
 - 3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.
 - 4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.
 - 5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.

6. If requested by the City, provide the City with “Record” Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.
7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.
8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

III. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

IV. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional’s proposal to the City. The Professional shall not change key personnel, not utilize the listed key personnel, or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

V. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as “Subcontractors”) as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.

VI. CONTRACT DOCUMENTS: The Request for Qualifications (if applicable), Scope of Work, Statement of Qualifications, Exhibit A including but not limited to the Professional’s Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of **, 20**, Exhibit B- Certificates of Insurance and Required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

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

VII. TIME OF COMPLETION; TERM: The Project involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in Exhibit A. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.

- A. The Professional shall complete all Services by ****(date)**. **Or** ****(The Professional shall complete all Services within ** Calendar Days from the Contract Execution Date (located just before the signature page)).** If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.
- B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.
- C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in Section VII.(A). includes these thirty days.

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

- A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:
 - 1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.
 - 2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
 - 3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
 - 4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

- B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Contract Modification for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.
- C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.
- D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.
- IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.
- A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.
- B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.
- C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
- D. Payment of the total amount provided for under Section VIII shall not relieve the Professional of its obligation to complete the performance of all Services.
- E. Should the City request in writing Additional Services beyond those specified in this Agreement and Exhibit A, then charges and payments will be made in accordance with Section XI.
- F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.
- G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on

the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless and until the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

- X. NON-AVAILABILITY OF FUNDS: Fulfillment of the payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this section.
- XI. CHANGES IN SERVICES / WORK: The City may order additional/extra services / work, or make changes by altering, or deleting any portion of the services / work as specified herein, as deemed necessary or desirable by the Director. All such services / work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services / work.
- A. Additional/extra services / work shall be that services / work not indicated or detailed on the Professional's Scope of Work and/or not specified herein this Agreement. Such services / work shall be governed by all applicable provisions of the Contract Documents.
- B. In giving instructions, the Director shall have authority to make minor changes in the services / work, not involving additional/extra cost, and not inconsistent with the purposes of the services / work. No additional/extra services / work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.
- C. Payment for any change ordered by the Director which involves services / work essential to complete the Agreement, but for which no basis of payment is provided for herein, shall be subject to agreement and fully executed amendment prior to said services / work being performed.
- D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change amendment issued by the Purchasing Division, which shall indicate acceptance on the part of the Professional as evidenced by its signature, in a fully executed amendment. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the services / work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

If the Professional claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services / work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional

shall not be entitled to payment for such additional/extra services / work. In no case shall services / work be undertaken without written notice from the Director to proceed with the services / work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

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

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

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

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

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

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

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-

Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

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

1. The Professional shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as “Professional Immigration Warranty”). The Professional further understands and acknowledges that:
 - a. A breach of the Professional Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Professional to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Professional or Subcontractors’ employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.
 - d. Neither the Professional nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

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

D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

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

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

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

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

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

City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
contracts@prescott-az.gov

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

XVIII. GENERAL PROVISIONS

- A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.
- B. INTERPRETATION: Although it has been drafted by the Prescott City Attorney's Office, this Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
- D. SEVERABILITY: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.
- E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- F. **WAIVER:** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party
- G. **ASSIGNMENT:** The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

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

- A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
- B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.
- C. Upon receipt of a written notice of termination, the Professional shall stop all services / work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft services / work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.

D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

- XX. **DISPUTE RESOLUTION:** The parties agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXI. **RECOVERY OF ATTORNEY FEES:** The parties agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXII. **INDEMNIFICATION:** Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.
- XXIII. **REPRESENTATIONS AND WARRANTIES:** Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.
- XXIV. **EXHIBITS:**
- A. Scope of Services
 - B. Insurance Requirements
 - C. Unique Compliance with Specific Government Provisions (if applicable)

DATED: _____ day of _____, 20____

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

**Company/Firm

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____

(Printed Name)

Title: _____

Email: _____

Attest:

Approved as to form:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Professional Services Agreement
Exhibit A – Scope of Services

SAMPLE

Professional Services Agreement

Exhibit B – Construction Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

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

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

- General Aggregate \$ 3,000,000
- Products – Completed Operations Aggregate \$ 3,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

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

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

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

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

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

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker's Compensation and Employer's Liability

Workers' Compensation Employer's Liability	Statutory
• Each Accident -	\$1,000,000
• Disease – each employee -	\$1,000,000
• Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

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

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable)

SAMPLE

Professional Services Agreement
Exhibit C – Unique Compliance with
Specific Government Provisions

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

SAMPLE



FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:

Company Name

**Address

**City, State, Zip

**Email

Company Name, has submitted the final pay application for the ** project Contract No. 20_*** in the consideration of:

\$ _____ (Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____, 20_____.

(Authorized Signature)

By: _____

Title: _____

State of _____)

) ss.

County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20_____.

Notary Public

Commission Expires



CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: ****

Contract Number: 20**-***

To the City of Prescott, Arizona:

1. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

2. The Undersigned, for the consideration of \$ _____
(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____, 20 ____.

(Authorized Signature)

By: _____

Title: _____

State of _____)

) ss.

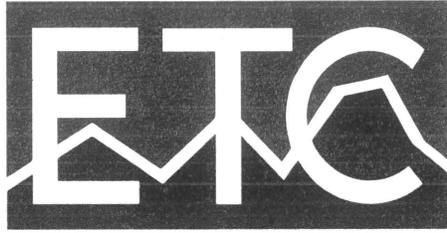
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20 ____.

Notary Public

Commission Expires



ENGINEERING & TESTING CONSULTANTS INC.

January 15, 2020

Mr. Richard Aldridge, PE, MBA
Civiltec Engineering, Inc.
2054 N. Willow Creek Road
Prescott, AZ 86301

**SUBJECT: SUBSURFACE SOIL EXPLORATION FOR CITY OF PRESCOTT PUBLIC
SAFETY DRILL GROUNDS, PRESCOTT, ARIZONA**

Dear Mr. Aldridge:

Engineering & Testing Consultants, Inc., (ETC) has completed the geotechnical soil exploration for the proposed improvements at the above referenced facility.

The purpose of this exploration is to determine the general subsurface soil conditions at the site and to present geotechnical engineering recommendations regarding foundation support, slabs-on-grade, site grading, pavement structural section, and lateral soil pressures.

PROJECT INFORMATION AND SITE CONDITIONS

The facility is generally located at the northern end of Sundog Ranch Road. The Peavine Trail and Granite Creek riparian area border the site to the west-northwest.

Topography of the site is relatively flat, with gentle grades. Interior asphaltic concrete lanes are in very poor condition.

In the northern portion of the site, the existing burn tower is surrounded by Portland cement concrete. The south-southeast portion of the concrete is newer and is in good condition. The remaining concrete surrounding the existing burn tower is in relatively poor condition.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001**



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 2 of 12

We understand that the project will include a new tower, potential water tank, pavement improvements, and other potential structures. Specific building/tower locations have not been finalized at this time. The existing tower includes a below-grade lower level.

ETC anticipates that the proposed buildings will utilize conventional shallow foundations (continuous and/or spread footing) with slab-on-grade construction.

SUBSURFACE CONDITIONS

ETC performed a total of four exploratory test borings throughout the site. The borings were performed to determine general subsurface soil conditions and to collect soil samples for laboratory analysis. If soil conditions encountered during construction differ from those described herein, this firm should be contacted to review our recommendations made in this report.

A more detailed description of the subsurface soils encountered at each boring location is presented on the boring logs included in Appendix A. A Boring Location Map is attached as Figure 1.

The existing asphaltic concrete pavement structure encountered by boring B-2 consists of approximately 1.5 inches asphaltic concrete (AC) on 9.5 inches aggregate base material. The base material did not appear to be in conformance with MAG Specifications.

Boring B-4 encountered approximately 5.5 inches Portland cement concrete on 4.5 inches base course material.

The subsurface soils encountered typically consist of low plasticity, Clayey Sand (SC), and layered strata of low plasticity Clay (CL) and Silty Sand (SM).

At all locations explored the soils were found to be loose to depths explored, 20 feet. A subsurface water table was encountered at depths ranging from approximately 9.5 to 17 feet.

Due to the likely potential for excessive settlements, ETC is recommending the loose soils encountered be removed to a minimum depth of 5 feet below grade, extending horizontally at least 5 feet outside of building/tank footprints. The exposed ground surface shall be thoroughly compacted. Over-excavated areas may then be brought up to grade in controlled, compacted, and tested lifts.

A more detailed description of the subsurface soils encountered at each boring location is presented on the boring logs included in Appendix A. A Boring Location Map is attached as Figure 1.



Civiltec Engineering, Inc.
 Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
 Prescott, Arizona
 January 15, 2020
 Page 3 of 12

LABORATORY

Atterberg limits and gradation laboratory tests were performed for representative samples of the on-site soils collected during the field operation. A summary of the laboratory test results is presented below in Table 1. Laboratory testing was performed in accordance with applicable ASTM standards.

As shown in Table 1, the soils tested are relatively low in plasticity, with relatively high fines contents.

**TABLE 1
 SUMMARY OF LABORATORY TEST RESULTS**

Boring	Depth (feet)	Liquid Limit (%)	Plasticity Index	Moisture Content (%)	Fines Content* (%)	Gravel Content (%)	Unified Soil Classification
B-2	AB**	29	9	6.1	19	34	SC
	1 – 3	29	12	11.8	53	3	CL
	4.5 – 9.5	35	14	16.4	53	1	CL
B – 3	1 – 4	32	13	12.1	45	4	SC
B – 4	1 – 4	28	8	12.9	40	1	SC

*Note: Total silt and clay fraction of the soil (percent passing #200 sieve).

**Note: Base Course Material

FOUNDATION SUPPORT

As discussed herein, deep loose soils were encountered throughout the site. ETC is recommending that the loose soils be removed to a minimum depth of 5 feet below existing grade, or finished pad grade, whichever depth is greater. Removals shall extend at least 5 feet outside of building/tank/tower footprints.

ETC recommends that once the over-excavated material is removed, the exposed ground surface be moisture conditioned and thoroughly compacted. The constructed pad may then be brought up to grade in moisture conditioned, compacted, and tested lifts, per the compaction criteria herein.



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 4 of 12

The removed soils may be re-used and replaced in controlled, compacted lifts, in accordance with the compaction criteria herein within the lower portion of building sites. *However, the upper 2.5 feet shall be completed with imported, compacted, granular, engineered fill.*

Over-excavated areas below the tank pad and tower site shall be completed with at least 5 feet of compacted ABC.

The bottom of over-excavated areas may be difficult to stabilize with conventional compaction methods. If encountered, additional recommendations for unstable subgrade soil conditions are presented below in the *EARTHWORK* Section of this report.

Conventional Shallow Foundations

ETC understands that conventional shallow foundations will likely be utilized new building/tower construction, and other ancillary site features.

ETC recommends that conventional shallow foundations (continuous or spread footings), be seated in adequately compacted and tested fill.

All foundations constructed as recommended herein, shall be seated at a minimum embedment depth of **1.5 feet** below lowest, adjacent finished grade.

In determining foundation embedment depths, lowest, adjacent finished grade shall be measured from within 5 feet of the foundations for exterior footings and may be measured from finish floor elevation for interior footings. Uncontrolled exterior fill/landscaping shall not be considered as finished grade.

For building pad construction as recommended herein, ETC recommends a maximum allowable footing pressure of **1,500 psf** be used for design.

The allowable footing pressure provided may be increased by one-third when considering total loads, including wind and seismic forces.

Providing that foundation construction is carried out as set forth herein, differential movements under design loads are estimated to be less than $\frac{3}{4}$ inches. Increased movements can occur if adequate drainage is not maintained around the perimeter of the building area.



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 5 of 12

Continuous footings and stem walls should be reinforced to distribute stresses arising from small differential movements and long walls should be provided with control joints to accommodate these movements and shrinkage. Reinforcement and control joints are suggested to allow slight movement and minimize cracking.

Water Tank

ETC anticipates that the proposed new water tank will be less than 10 feet in height. As discussed herein, ETC is recommending that the water tank pad be over-excavated a minimum depth of 5 feet, extending at least 5 feet outside of the tank footprint.

After excavation of the tank site, the exposed tank subgrade shall be moisture conditioned, and compacted prior to placement of any fill.

Construction as recommended herein, will have the water tank pad completed with a minimum thickness of 5 feet of aggregate base course (ABC), placed and compacted per the recommendations herein. The ABC shall extend at least 5 feet outside of the tank footprint, in accordance with MAG Specifications, Section 702.

Construction, as recommended herein, will have the tank seated on a well-compacted, non-expansive, granular pad.

ETC estimates potential settlements of the tank site at less than $\frac{3}{4}$ inch in the middle. Increased movements can occur if efficient drainage is not maintained away from the tank structure.

ETC recommends any interior continuous and/or spread footings for the tank structure be seated at least 12 inches below finished floor elevation.

Other Considerations

ETC should be contacted to observe the bottom of over-excavated areas, to ensure adequate depth and extent of removal, and preparation of the ground surface, prior to backfill placement.

ETC shall also be contacted to observe foundation excavations to verify foundation-bearing soils and footing dimensions are in conformance with the construction documents and our recommendations presented herein.



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 6 of 12

Special attention shall be given to design, final grading, and landscaping improvements to ensure efficient drainage away from structural areas of the project. Increased foundation movements may occur if efficient drainage is not maintained away from structural areas, or foundation support soils experience significant increases in moisture content.

The cavity between footings and trench sidewalls shall be adequately backfilled and compacted, to prevent the creation of a loose soil zone directly above or adjacent to foundations, which can allow moisture infiltration into foundation soils.

SLABS-ON-GRADE

As discussed herein, building sites will be completed with compacted, engineered fill.

Loose subgrade soils in exterior slab areas shall be removed to a minimum depth of 2 feet and replaced in controlled, compacted lifts, in accordance with the compaction criteria herein.

ETC recommends a minimum thickness of **4 inches** of processed aggregate base course (ABC) in accordance with MAG Specifications, Section 702, be placed directly below all concrete slab-on-grade floors.

For exterior slabs, ETC recommends a minimum thickness of 6 inches of ABC be placed between the prepared subgrade soils and exterior slabs. A minimum 8-inch deep turn down edge is also recommended for exterior slabs to help mitigate moisture migration into subgrade soils below slabs.

Additional Considerations

Consideration should be given to installation of a vapor retarder below concrete floor slabs to help mitigate the amount of water vapor migration into interior spaces, especially if moisture sensitive floor coverings will be used. Concrete slabs-on-grade should be allowed to cure sufficiently before installing moisture sensitive floor coverings. *If a vapor retarder will be used, an appropriate concrete mix design will be required for concrete placement above polyethylene.*

ETC recommends the American Concrete Institute (ACI) be used as a reference for placement, curing, and finishing of Portland cement concrete (PCC). Concrete should be placed at the appropriate slump determined by mix design, required strength, and application. After placement,



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 7 of 12

concrete should be cured properly, and special attention shall be given to ensure adequate moisture is present during the initial curing process to prevent/reduce shrinkage and stress cracks.

Concrete slabs should be properly jointed, with maximum joint spacing of 24 to 36 times the slab thickness, unless noted otherwise. Any required saw cutting should be performed to an appropriate depth and in a timely manner, typically within 12 hours of concrete finishing.

It should be noted that for exterior concrete, the use of deicing salt within the first year of concrete placement can cause damage to the concrete surface. This can be avoided by using 4,500psi concrete with a water/cement ratio of 0.45 and a recommended fly ash content of 18%.

EARTHWORK

As discussed herein, relatively deep loose soils were encountered across the site. For all new site structures, ETC is recommending that the loose soils be removed to a minimum depth of 5 feet below pad grade, or existing grade, whichever depth is less. Removal shall extend at least 5 feet outside of the buildings/tower/tank footprints.

The exposed ground surface shall be scarified, moisture conditioned, and thoroughly compacted.

If the bottom of the over-excavation cannot be adequately stabilized with conventional compaction methods, ETC suggests the use of coarse rock, on the order of 4 to 18 inches in size. The rock may be compacted into the subgrade to create a stable construction platform for placing and compacting fill.

If adequate coarse rock is not available, ETC recommends the use of geogrid to help stabilize the exposed ground surface. This would include the use of a Type 2 geogrid placed on the prepared, and relatively flat, compacted ground surface (Tensar TX-160, or MAG Section 796.2.4 Type 2 Specifications). The geogrid shall be placed in accordance with the manufacturer's installation guidelines.

Compacted granular fill may then be placed on the geogrid layer. If the backfill does not stabilize, a second layer of geogrid may be needed, placed 12 inches above the lower geogrid layer.

Prior to placement of geogrid reinforcement, the ground surface shall be smooth graded and compacted, without creating ruts. The geogrid should be laid out over the relatively flat subgrade, and pulled taut to remove slack and any wrinkles. Equipment shall not be driven directly on the



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 8 of 12

geogrid. A minimum 12-inch overlap should be used between adjacent layers of geogrid. *Static compaction methods are recommended over unstable subgrade areas.*

The removed soils may be re-used in the deeper reaches of fill below building sites. All fill shall be placed in controlled, compacted, and tested lifts, per the compaction criteria herein.

The tower and water tank sites shall be completed with a minimum of 5 feet of compacted ABC, meeting MAG Specifications.

Building sites may be completed with at least 2.5 feet of imported, compacted, engineered fill, meeting the criteria herein.

For pavement areas and exterior slab areas, ETC recommends a minimum over-excavation depth of loose soils of 2 feet below finished subgrade elevation (bottom of ABC). Removed soils may be re-used and replaced in controlled, compacted lifts. Geogrid may be required for subgrade reinforcement, if the ground surface cannot be adequately stabilized.

All subbase fill required to bring structured areas up to subgrade elevation shall be placed in horizontal lifts not exceeding 8 inches compacted thickness. All soils within and adjacent to buildings, slabs, pavements, and other structural features, and backfill in utility trenches, behind retaining walls, and against the outside of building walls shall be compacted to a minimum relative density of 95% of maximum dry density at -2% to $+2\%$ of optimum moisture content, ASTM D698.

Engineered fill, where required, shall be clean, granular soil free of vegetation, debris, organic soil, and shall conform to the following requirements, as approved by the engineer:

- 100 percent passing 4" sieve;
- 3 to 36 percent passing No. 200 sieve;
- 30 to 97 percent passing No. 4 sieve;
- Maximum Plasticity Index (PI) of 15;
- Maximum expansion index of 20.

ETC recommends the observation of the site grading operation with sufficient tests to verify proper compaction.



Civiltec Engineering, Inc.
Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
Prescott, Arizona
January 15, 2020
Page 9 of 12

DRAINAGE

Positive drainage is critical to the successful performance of any foundation or slab system. Excess moisture infiltration into foundation soils is often the primary cause of soil-related problems below structures. Efficient surface and subsurface drainage should be established prior to and maintained during and after construction to prevent water from ponding and/or saturating the soils within or adjacent to foundations, pavements, and slabs.

Special attention shall be given to providing for efficient surface drainage around the perimeter of the site structures.

The design should divert water away from where it could penetrate the ground, particularly if granular fills are used. Care should be taken in design and construction to assure that water is contained to prevent seepage into the underlying soils. Roof water down pipes shall not discharge storm water adjacent to foundations.

ETC recommends that vegetation not be planted within 5 feet of site structures, and trees not within 15 feet, or the mature foliage radius. Backfill against footings, exterior walls, and in utility trenches should be compacted to reduce the possibility of moisture infiltration through loose soil.

In exterior areas where concrete slabs are not located against the structures, ETC recommends the ground surface be sloped away from the structures at a grade of at least 5 percent, within 5 feet of the structures.

Special attention should be given to exterior grading and landscaping improvements to ensure efficient drainage away from footings, slabs, and pavements. Minimizing irrigation water near the buildings, positive drainage of surface water away from the buildings, and adequate compaction of soils around site structures, and in utility trenches is very important for the long-term stability of slabs and foundations.

ETC should be contacted for additional recommendations if a sub-floor drainage system will be utilized, especially in any basement levels that may require protection against excessive moisture migration into interior spaces.

LATERAL DESIGN PARAMETERS

ETC recommends the following parameters be used for design of retaining structures. Wall foundations shall be constructed in accordance with the foundation recommendations herein.



Civiltec Engineering, Inc.
 Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
 Prescott, Arizona
 January 15, 2020
 Page 10 of 12

Retaining wall backfill shall consist of granular, non-expansive, engineered fill, as specified herein. Retaining walls shall be waterproofed prior to being backfilled against, and drains shall be installed to help prevent saturation of wall backfill.

¹ Foundation Toe Pressure:	1.33 x allowable bearing pressure
² Lateral Backfill Pressure	
unrestrained walls:	36 psf/foot
restrained walls:	58 psf/foot
Lateral Passive Pressures	
compacted granular soils:	375 psf/foot
Coefficient of Base Friction	
compacted granular soils:	0.36

¹ Increase in allowable foundation bearing pressure (provided herein) for foundation toe pressure due to eccentric or lateral trapezoidal loading. The entire footing-bearing surface should remain in compression.

² Equivalent fluid pressures for vertical walls and horizontal backfill surfaces (maximum 12-foot height). Pressures do not include temporary forces imposed during compaction of the backfill, swelling pressures developed by overcompacted clayey backfill, hydrostatic pressures from inundation or saturation of backfill, or surcharge loads. Walls should be suitably braced during backfilling to prevent damage and deflection.

When calculating the stability of the wall against sliding, independent of passive resistance, the factor of safety should be 1.5 minimum. When calculating the stability of the wall against sliding, in conjunction with the passive pressure, the factor of safety should be 2.0 minimum.

PAVEMENT DESIGN

Site grading for pavement areas should be as outlined herein to provide subgrade support for the pavement structure.

As discussed herein, ETC is recommending loose subgrade soils in all pavement areas be over-excavated a minimum depth of 2 feet below finished subgrade elevation (bottom of ABC). Removed soils may be re-used and replaced in controlled, compacted lifts.

Geogrid may be required for subgrade reinforcement, if the ground surface cannot be adequately stabilized, as further discussed in the *EARTHWORK* Section of this report.



Civiltec Engineering, Inc.
 Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
 Prescott, Arizona
 January 15, 2020
 Page 11 of 12

For any conventional asphaltic concrete and/or Portland cement concrete pavements, ETC recommends the pavement structural sections as described in Table 2 for the proposed development. We understand that pavement areas will need to support the weight of the heavy fire apparatus up to approximately 75,000lbs GVW.

The recommended pavement sections provided in Table 2 are expected to function with periodic maintenance or overlays when the subgrade, base, and pavement are constructed in accordance with accepted Construction Standards. Efficient surface water drainage must be provided and maintained to help prevent moisture infiltration into the subgrade.

**TABLE 3
 PAVEMENT STRUCTURAL SECTIONS**

Description	Alternative	Portland Cement Concrete Thickness (inches)	Asphaltic Concrete Thickness (inches)	Aggregate Base Thickness (inches)	Prepared Subgrade Thickness (inches)
Heavy Truck Access	1	6	---	6	8
	2	---	4	8	8

Portland cement concrete pavement and material specifications shall be in accordance with MAG Specifications 324 and 725. Aggregate base course shall meet MAG Specifications Section 702. Per MAG Specifications, Portland cement concrete pavement (PCCP) shall be air entrained, Class AA, 4,000psi.

A thickened edge is recommended for Portland cement concrete pavement on all sides without integral edge curb support. A thickened edge should be increased by at least 2 inches over a minimum distance of 3 feet.

Prior to placement of aggregate base material, the exposed subgrade shall be proof-rolled to confirm stable subgrade soils.

The existing concrete surrounding the burn tower is in relatively poor condition, with significant cracking and areas of surface raveling. Replacement would be recommended. However, the south-southeast portion of the concrete, in the area of mobile training system (conex boxes), is much newer and appears to be in good condition.



Civiltec Engineering, Inc.
 Geotechnical Engineering Services – City of Prescott Public Safety Drill Grounds
 Prescott, Arizona
 January 15, 2020
 Page 12 of 12

LIMITATIONS

The figures and recommendations in this report were prepared in accordance with accepted professional engineering principles and soil mechanics practices. We make no other warranty, either implied or expressed. If during subsequent planning and construction, conditions are different than as indicated, this firm should be notified for evaluation.

We like to inform our clients that Portland cement concrete is not a perfect construction material. Due to the characteristics of Portland cement itself, cracking of the concrete may occur. Cracking will be minimized, but not eliminated, by providing appropriate control, isolation, construction joints, and quality control testing. Drying and thermal shrinkage of the slabs with resultant hairline cracking or curling may occur even if the slabs are cured under optimum curing conditions. In short, there is no practical method of insuring that all floor cracking is eliminated utilizing slab-on-grade construction at the site.

This report is not a bidding document. Any contractor reviewing this report must draw his own conclusions regarding site conditions and specific construction techniques to be used on this project. ETC has not reviewed building or grading plans for the proposed construction.

For your use. If you have any questions, please contact us at (928) 778-9001.

Sincerely,

ENGINEERING & TESTING CONSULTANTS, INC.



Michael P. Wilson, P.E.
 Project Engineer



Reviewed by: Richard G. Kelley, P.E.
 Project Manager

Attachments: Figure 1 and Appendix A

cc: ETC File No. 10586

APPENDIX A
FIELD EXPLORATION

GENERAL NOTES

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System and ASTM Designations D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: Clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

N-Blows/ft.	Consistency
0-2	Very Soft
3-4	Soft
5-8	Medium
9-16	Stiff
17-32	Very Stiff
33+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS:

N-Blows/ft.	Relative Density
0-3	Very Loose
4-9	Loose
10-29	Medium Dense
30-49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL:

Description Term(s) (of Components Also Present in Sampling)	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY:

Major Component of Sampling	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES:

Description Term(s) (of Components Also Present in Sampling)	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12



UNIFIED SOIL CLASSIFICATION SYSTEM*

				Soil Classification	
				Group Symbol	Group Name ^B
COARSE-GRAINED SOILS More than 50 % retained on No. 200 sieve	Gravels More than 50 % of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5 % fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F
		Gravels with Fines More than 12 % fines ^C	$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}
	Sands 50 % or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5 % fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I
		Sands with Fines More than 12 % fines ^D	$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^I
			Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
FINE-GRAINED SOILS 50 % or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
		organic	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
			Liquid limit - oven dried Liquid limit - not dried < 0.75	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
			PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic silt ^{K,L,M}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,O}
		organic	Liquid limit - oven dried Liquid limit - not dried < 0.75	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,O}
HIGHLY ORGANIC SOILS		Primarily organic matter, dark in color, and organic odor	PT	Peat	

^A Based on the material passing the 3-in. (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12 % fines require dual symbols:

- GW-GM well-graded gravel with silt
- GW-GC well-graded gravel with clay
- GP-GM poorly graded gravel with silt
- GP-GC poorly graded gravel with clay

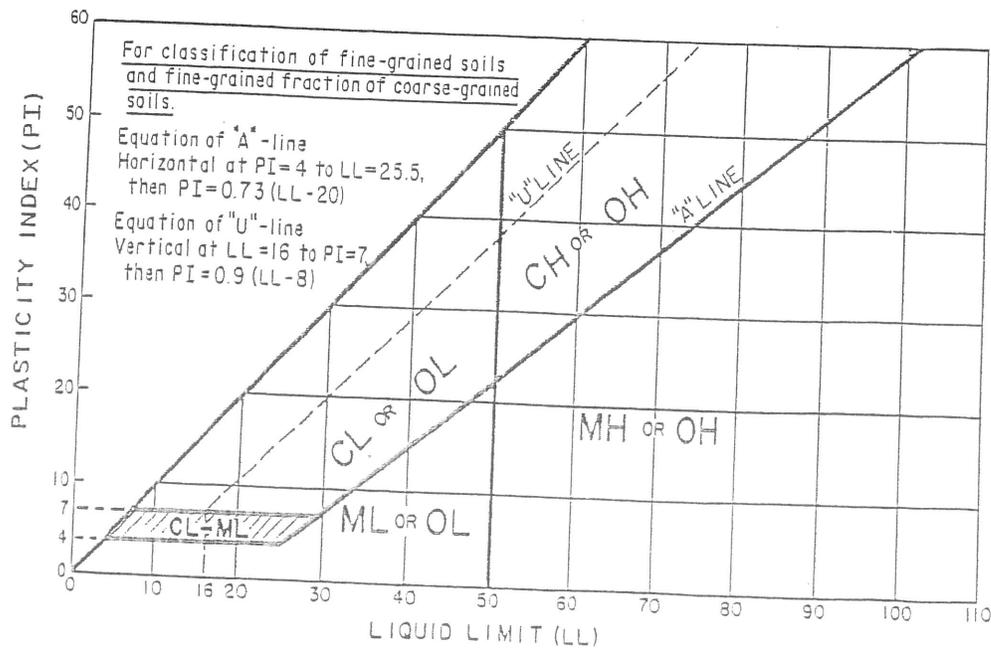
^D Sands with 5 to 12 % fines require dual symbols:

- SW-SM well-graded sand with silt
- SW-SC well-graded sand with clay
- SP-SM poorly graded sand with silt
- SP-SC poorly graded sand with clay

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

- ^E If soil contains ≥ 15 % sand, add "with sand" to group name.
- ^F If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
- ^G If fines are organic, add "with organic fines" to group name.
- ^H If soil contains ≥ 15 % gravel, add "with gravel" to group name.
- ^I If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
- ^J If soil contains 15 to 29 % plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- ^K If soil contains ≥ 30 % plus No. 200, predominantly sand, add "sandy" to group name.

- ^M If soil contains ≥ 30 % plus No. 200, predominantly gravel, add "gravelly" to group name.
- ^N $PI \geq 4$ and plots on or above "A" line.
- ^O $PI < 4$ or plots below "A" line.
- ^P PI plots on or above "A" line.
- ^Q PI plots below "A" line.



LOG OF BORING NO. B-2



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: COP Safety Drill Grounds

PROJECT NO.: 10586

CLIENT: Civiltect Engineering

DATE: 1-2-20

LOCATION: See Boring Location Map

ELEVATION: ---

DRILLER: Engineering & Testing Consultants

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS				Remarks
				Plastic Limit	Water Content -	Penetration -	Liquid Limit	
	1.5" ASPHALTIC CONCRETE (Severe alligator cracking)	AC	[Pattern]		●			
	9.5" Base/Subbase Material (Poor quality)	AB	[Pattern]		●			
	SANDY CLAY, dark brown, moist, low to medium PI, SOFT With layers of loose Silty Sand	CL	[Pattern]		●			SPT=1.8/1.8/1.8
3								
	SANDY CLAY, grey, moist to very moist, low to medium PI, very moist, SOFT (With layers of loose Silty Sand)	CL	[Pattern]		●			SPT=2/1/2 - Lowered auger to 8.25' w/out rotation
6								
	Transitions to brown/dark brown							
	Occasional somewhat firmer layers							
9								
	SOFT							SPT=2/1/2 - Lowered auger to 14.5' w/out rotation
12								
15								
	WATER LIKELY ENCOUNTERED							Lowered auger to 20' w/ out rotation
18								
	Boring terminated at 20 feet depth.							
21								

LOG OF BORING NO. B-3



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: COP Safety Drill Grounds	PROJECT NO.: 10586
CLIENT: Civiltec Engineering	DATE: 1-2-20
LOCATION: See Boring Location Map	ELEVATION: ---
DRILLER: Engineering & Testing Consultants	LOGGED BY: M. Wilson
DRILLING METHOD: Continuous flight auger	

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS		Remarks
				Plastic Limit Water Content -	Liquid Limit Penetration -	
3	GRAVEL - Road Surface Material CLAYEY SAND, dark brown, moist, high fines, LOOSE	GP- GM SC	●	●	●	SPT=2/2/2
6	SANDY CLAY, brown to dark brown, very, moist, VERY SOFT SAND, SILT, & CLAYEY SAND LAYERS - VERY SOFT/LOOSE	CL	●	●	●	SPT=.5/.5/1 - Lowered auger to 9.5' w/out rotation
9	VERY SOFT/VERY LOOSE		●	●	●	SPT=2/1/1 - Lowered auger to 16.5' w/out rotation
12			●	●	●	
15	WATER LIKELY ENCOUNTERED		●	●	●	
18	CLAYEY SAND, high clayey fines, LOOSE TO MEDIUM DENSE	SC	●	●	●	
21	Boring terminated at 20.5 feet depth.		●	●	●	

LOG OF BORING NO. B-4



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: COP Safety Drill Grounds

PROJECT NO.: 10586

CLIENT: Civiltec Engineering

DATE: 1-2-20

LOCATION: See Boring Location Map

ELEVATION: ---

DRILLER: Engineering & Testing Consultants

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS			Remarks
				Plastic Limit	Water Content -	Liquid Limit	
	5.5" Portland Cement Concrete	CONC	▽▽▽▽				
	4.5" BASE COURSE MATERIAL	AB	□□□□				
	CLAYEY SAND, dark brown, moist, low PI, high fines, LOOSE	SC	▨▨▨▨		●		AB appears to not meet MAG Specs
3					-----		
	With Clay layers						Lowered auger to 9.5' w/ out rotation
6							
9							
	WATER LIKELY ENCOUNTERED						SPT=1/2/2 - Lowered auger to 15' w/out rotation
12							
15							
	CLAYEY SAND, Some Gravel, LOOSE TO MEDIUM DENSE	SC	▨▨▨▨				
18							
21	Boring terminated at 20 feet depth.						

KEY TO SYMBOLS

Symbol Description

Strata symbols



Clayey sand



Low plasticity
clay



Silty sand



Asphaltic Concrete



Aggregate base material



Poorly graded gravel
with silt



Silt



Portland cement concrete
pavement

Misc. Symbols



Water table during
drilling

Soil Samplers



Standard penetration test



Bulk sample taken
from 4 in. auger

Notes:

1. Exploratory borings were drilled on 1-2-20 using a 4-inch diameter continuous flight power auger.
2. Water was encountered, as noted on the logs.
3. Boring locations were estimated from existing site features.
4. These logs are subject to the limitations, conclusions, and recommendations in this report.
5. Results of tests conducted on samples recovered are reported on the logs.