



City of Page

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATION

Page Municipal Airport Professional Planning Services

The City of Page requests statements of qualifications from qualified airport planning consulting firms for planning functions associated with several anticipated construction projects at the Page Municipal Airport. Responses will be used to short-list firms who will then be invited to interview and possibly enter contract negotiations.

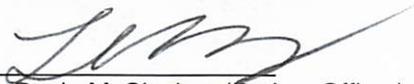
Request for Information/Statements of Qualification packets may be obtained by visiting the City of Page website at: <https://cityofpage.org/government/request-for-bids> (select Airport Planning RFSOQ).

Sealed responses shall be received by the City of Page City Clerk's Office, 679 Vista Ave, PO BOX 1180, Page, Arizona 86040, until 4:30pm March 18, 2026. Responses received by the Response Due Date shall be opened and the name of each offeror shall be publicly read. The City's Clerks Office may also be contacted at 928-645-4220.

Responses must be in the actual possession of the Page City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late responses shall be returned unopened.

Responses must be submitted in a sealed envelope with the Request for Information number and the Offeror's name and address clearly indicated on the envelope. All questions should be directed to the City's Director of Public Works shown below.

OFFERORS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


Lore Davis-McCluskey (Project Officer)
Airport Director
928-645-4240

February 18, 2026
Date

INTRODUCTION

Page Municipal Airport (PGA) is a primary service airport located close to the Arizona/Utah border in northern Arizona. The airport is situated on 536 acres located on the northeast corner of the City. The airside facilities consist of a primary asphalt concrete runway (Runway 16/34). Runway 16/34 and its parallel taxiway are equipped with Medium Intensity Runway and Taxiway Lights (MIRL)(MITL) with pilot controlled lighting. Precision Approach Path Indicator lights (PAPI) are located at each end of Runway 16/34. A Very High Frequency Omni-Range (VOR) with Distance Measuring Equipment (DME) is located northeast of the runway Intersection. The airport is equipped with an Automated Surface Observing System (ASOS). The PAPI, VOR, and ASOS are maintained by the FAA. The airport is certified by the FAA as a FAR Part 139 airport with scheduled airline service to Phoenix, Arizona; Contour Airlines is currently the EAS carrier.

There are over 94 hangars and 73 tie-downs for lease to private aircraft. All ground maintenance services, for PGA, are provided by City of Page Department of Public Works personnel.

PGA desires to secure the professional services of a qualified airport planning consulting firm for services including airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations which are subject to various local, state and federal requirements. Potential projects include those within the Five-Year Airport Capital Improvement Program, a copy of which is included as Exhibit 1. In addition, the following list of potential projects is illustrative only and will depend on available funding.

Future potential projects may include:

- Environmental assessment for future areas of hangar construction
- Environmental assessment for future public parking areas

The evaluation process of the responses to this request may include an interview of short-listed candidates, no less than two and no more than four, selected from the list of all respondents. Short list candidates may be asked to make an oral presentation of their firm and services available.

The successful firm will be required to perform those services as more fully defined in FAA AC 150/5100-14D, Chapter 1, Parts 1-3 and 1-4, relative to federal and state funded projects. Projects funded through FAA grants will be subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and to foreign trade restrictions. Each individually specified project, subject to allocation of federal and/or state funds, would require a negotiation of fees and an authorization of services from the PGA prior to commencement of any work.

The Consultant acknowledges that this solicitation is subject to Federal laws and regulations, including Federal Aviation Administration (FAA) regulations, rules, policies and Grant Assurances, specifically but not exclusively, 49 CFR 18 as outlined in **FAA Advisory Circular (AC) 150/5100-14E**, all relating to procurement of planning, architectural/engineering and consultant services, **this includes the Required Federal Contract Provisions which was updated on January 29, 2016**. The Consultant, with the submission of the Statement of Qualifications and Experience, accepts the responsibility for knowledge of, and compliance with, the guidelines and procedures stated within this noted documentation.

SCOPE OF WORK

PGA is seeking a Consultant with expertise in airport master planning including but not limited to the following types of services: environmental analysis, airport layout plans, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, facility planning, grant administration and special feasibility management and operations

evaluations which are subject to various local, state and federal requirements ("Scope of Services"). These services listed are not meant to be all inclusive and are subject to change at the discretion of PGA.

In order to fulfill the requirements of PGA, the successful Consultant must be available on an as-needed basis.

The successful Consultant will be expected to: 1) Demonstrate satisfactory performance on airport planning projects; 2) Possess the required permits and registrations necessary to perform the work; 3) Have the ability to respond promptly and flexibly to all work requests; and 4) Develop fiscally and operationally sound work product to the highest degree of professional standards.

The successful Consultant shall be experienced in all pertinent disciplines to provide the necessary airport services. Likewise, the successful Consultant is expected to be capable of performing airport planning services in accordance with all applicable FAA Advisory Circulars, as amended, and other applicable government agencies rules, regulations and guidance.

SUBMISSIONS AND CRITERIA

1. Offerors Contacts

All technical specifications, response process, etc., should be directed to the Project Officer indicated on the first page of this document and also identified in paragraph 5 of this section.

Offerors may not contact the employees of the City of Page concerning this Request for Statements of Qualification while the evaluation process is in progress.

2. Response Format

An original and four (4) copies of each Statement of Qualifications ("SOQ") shall be submitted in the format specified in the Request for Statements of Qualification. The material should be in sequence and comply with all requirements. The City shall not provide any reimbursement for the cost of developing or presenting responses to this Request. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's response. SOQ responses are limited to twenty (20) pages in length.

3. Evaluation Criteria

The Selection Committee shall base their selection of the successful applicant in accordance with FAA Advisory Circular (AC)150/5100-14D,E and to the extent applicable, will be in accordance with the provisions of A.R.S. 34, Chapter 6. Evaluation of statements of qualifications will include:

1. Ability to perform the services outlined in the Scope of Services and those needed for the proposed projects listed. – 20%
2. Experience within the last five years in airport projects comparable to the proposed projects. – 10%
3. Key personnel's professional background and experience. – 10%
4. Quality of projects previously completed. – 10%
5. Demonstrated ability to complete projects on time and within budget. – 10%
6. Qualifications and experience of sub-consultants regularly engaged by the proposing Consultant. – 10%
7. Demonstrated knowledge of FAA and ADOT Aeronautics Regulations, Policies and Procedures. – 10%
8. Familiarity with and proximity to the geographic location of the project – 10%

4. Required Information

In order for a statement of qualifications to be considered responsive, the following information must be provided:

1. Name, size and description of firm.

2. Location of main office and branch office where work will be administered.
 3. Qualifications and experience within the past five (5) years in all aspects of project types listed, including a list of former and current airport clients and projects within the same time frame. For each project include project information regarding type and scope, project budget (proposed and actual), project schedule (proposed and actual), Sponsor/Client representative and contact information. Qualifications and experience of sub-consultants most often utilized by proposing firm.
 4. Qualifications and experience providing proven ability to work with and abide by Federal Aviation Authority (FAA) and Arizona Department of Transportation (ADOT) Aeronautics Rules and Specifications.
 5. Resumes of key personnel and team.
 6. Current and projected workload.
 7. Additional information applicant feels relevant to the selection process.
5. The City's Project Officer is Kyle Christiansen, Director of Public Works. Technical questions should be referred to the Public Works office at (928) 645-4300.
6. **Contract Provisions**
An example of the City's form contract is attached as Exhibit 2. By submitting a SOQ, Consultant acknowledges that the City's contract form has been reviewed by Consultant and that Consultant agrees to execute this contract as written.

SELECTION PROCESS

Phase I

A Selection Committee will evaluate each SOQ according to the criteria above and ranking will be based solely on qualifications of the firm/team. The selection panel will produce a rank-ordered list of at least the top two, but no more than four firms. Interviews will be conducted as part of the selection process.

Phase II

The "short-listed" firms will be notified and invited to participate in the interview process with the Selection Committee. Final selection will be based on the interview ranking order.

After the presentation/interviews one firm will be selected the most qualified by the Selection Committee. The selected firm will be notified within a few days of the presentation/interviews and invited to start fee negotiations and review of final contract documents. Final selection and award of the contract will be determined by the City Council.

The City intends to enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the second or third most qualified team until a contract is executed or may decide to terminate the selection process.

The following tentative schedule has been prepared for this project:

RFQ Release Date	February 18, 2026
SOQ submittal date	March 18, 2026
Shortlisted Firms notified	April 1, 2026 (Tentative)
Shortlisted Firms Interviewed	April 6, 2026 (Tentative)

Instructions

The City of Page shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum, which will be published.

Protest

Any person or firm desiring to submit a protest in connection with the procurement shall follow the procedures stated in Arizona Revised Statutes 34-603(J).

City Rights

The City of Page reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received. By submitting its qualifications, proposer acknowledges and accepts the evaluation process, the established criteria and associated scoring system, and that determination of the "most qualified" consultant(s) will require subjective judgments by the City.

Federal Disclosure Requirements

The Airport Sponsor and All Firms submitting on this RFQ must comply with the applicable provisions listed in Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects.

The following items are generally referenced in accordance with the above requirements: Civil Rights - Title VI Assurances, Davis-Bacon Requirements, Debarment and Suspension, Disadvantaged Business Enterprise, Foreign Trade Restriction, Lobbying Federal Employees, and Recovered Materials.

Additionally, below are the specific solicitation notices required for inclusion in the solicitation:

Title VI Solicitation Notice:

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: TBD

Goals for female participation in each trade: TBD

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally Assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each

trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at Any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Arizona, Coconino County, Page.

**Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: Page Municipal Airport		Sponsor Signature:  (Required)		Date: 7/8/2025 10:58:57AM	
<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2027	2027-1	Federal, State, and Local	\$250,000	Other:<Construct/Rehabilitate> Parking Lot [Non Revenue Producing-Non Hub/MAP] - Other	
			Description:	Design Terminal Parking Lot Reconstruction (approximately 10,000 SY)	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	The existing parking lot needs to be reconfigured to maximize available parking and the pavement itself is deteriorating and is in need of full reconstruction.	Environmental Review Status? CatEx
2028	2028-1	Federal, State, and Local	\$5,000,000	Buildings:<Construct/Expand/Improve/Modify/Rehabilitate> Aircraft Rescue & Fire Fighting Building [Pt. 139 Only] - Safety/Security	
			Description:	Construct ARFF Building	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	This ARFF station would be a combination of a City fire station and a storage facility for the existing ARFF truck. This project would be only for the ARFF truck storage building	Environmental Review Status? CatEx
2028	2028-2	Federal, State, and Local	\$1,600,000	Taxiways:Construct Taxiway - Capacity	
			Description:	Construct Holding Bays for Runway 16-34 (approximately 6,000 SY)	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	The existing holding bays do not meet FAA standards and will be removed and replaced with new holding bays.	Environmental Review Status? CatEx
2029	2029-1	Federal, State, and Local	\$500,000	Planning:<Conduct/Update> <Airport Master Plan Study (ALP, EA, etc.)>	
			Description:	Master Plan Update	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	The Master Plan was last updated in 2021. Most of the current projects have been completed, therefore a new planning guide should be completed.	Environmental Review Status? N/A

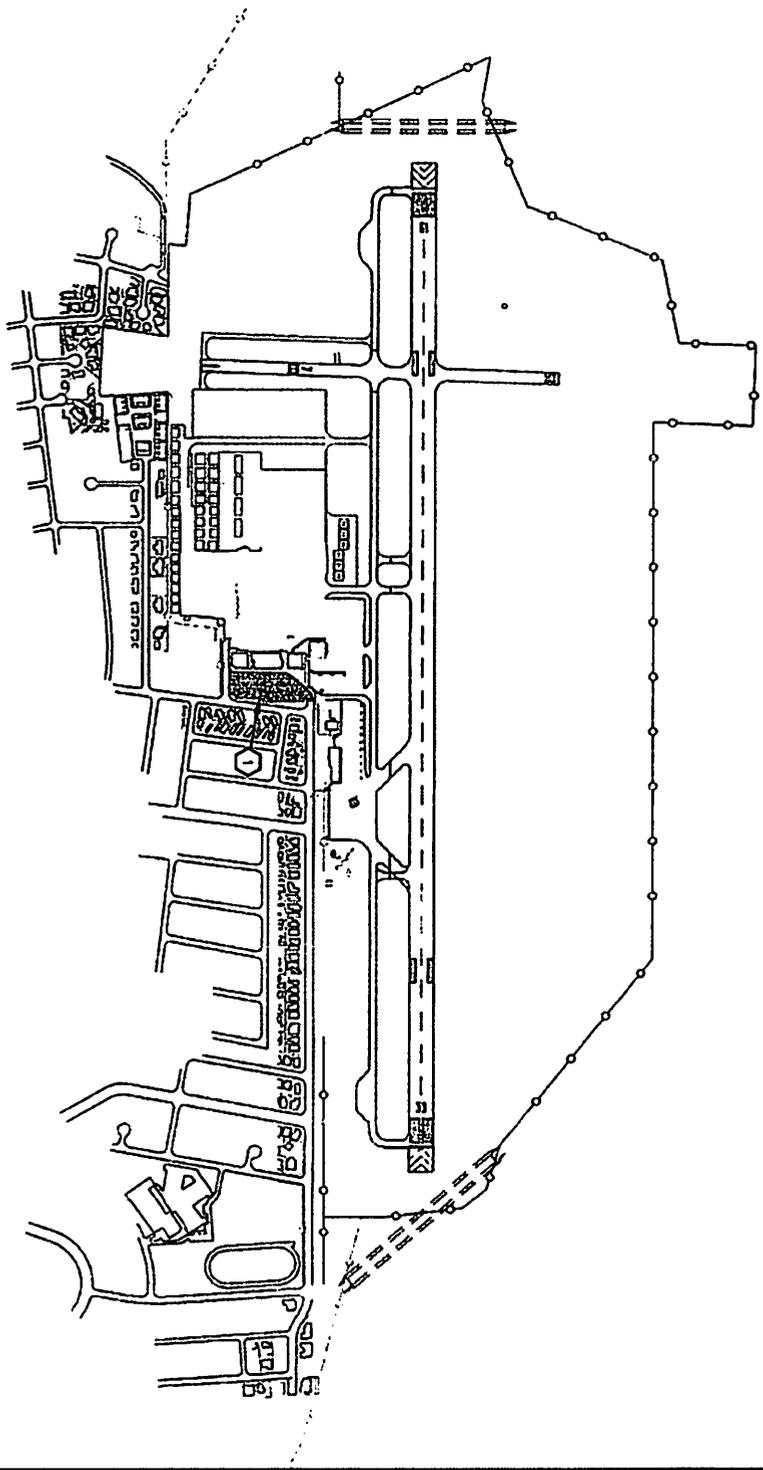
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<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2029	2029-2	Federal, State, and Local	\$2,400,000	Other:<Construct/Rehabilitate> Parking Lot [Non Revenue Producing-Non Hub/MAP] - Other	
			Description:	Construct Terminal Parking Lot Reconstruction (10,000SY)	Project shown on approved ALP? Y
			Justification:	The existing parking lot needs to be reconfigured to maximize available parking and the pavement itself is deteriorating and is in need of full reconstruction.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx
2030	2030-1	Federal, State, and Local	\$365,000	Apron:Rehabilitate Apron - Reconstruction	
			Description:	Main Apron Pavement Rehabilitation (130,000 SY) (Design)	Project shown on approved ALP? Y
			Justification:	The projected PCI value will be 69 in 2030. The apron is showing signs of cracking and weathering. Proposed project will include a full mill and overlay of the full main apron.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx
2031	2031-1	Federal, State, and Local	\$6,150,000	Apron:Rehabilitate Apron - Reconstruction	
			Description:	Main Apron Pavement Rehabilitation (130,000 SY) (Construction)	Project shown on approved ALP? Y
			Justification:	The projected PCI value will be 69 in 2030. The apron is showing signs of cracking and weathering. Proposed project will include a full mill and overlay of the full main apron.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx

PAGE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2027



LEGEND

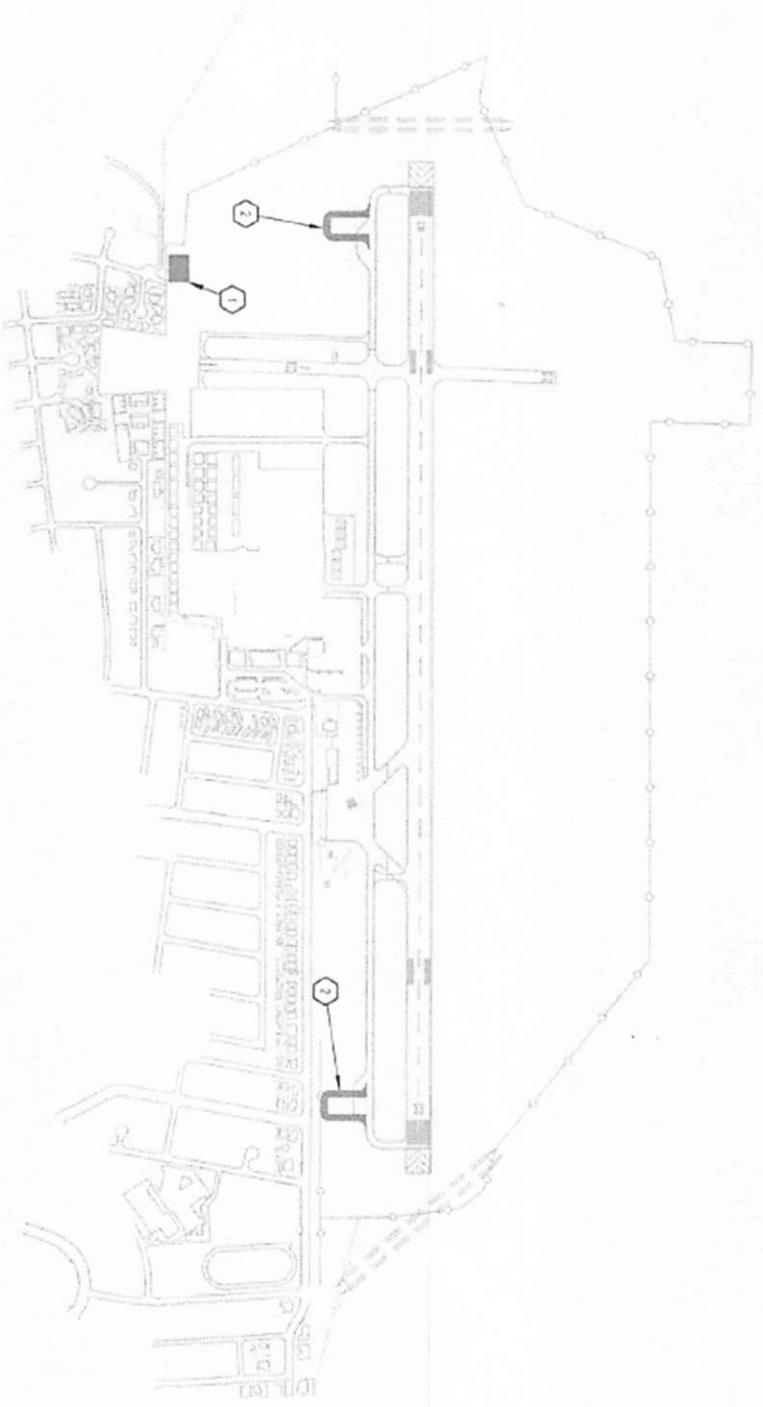
 DESIGN TERMINAL PARKING LOT RECONSTRUCTION
(10,000' STA)



PAGE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2028



LEGEND

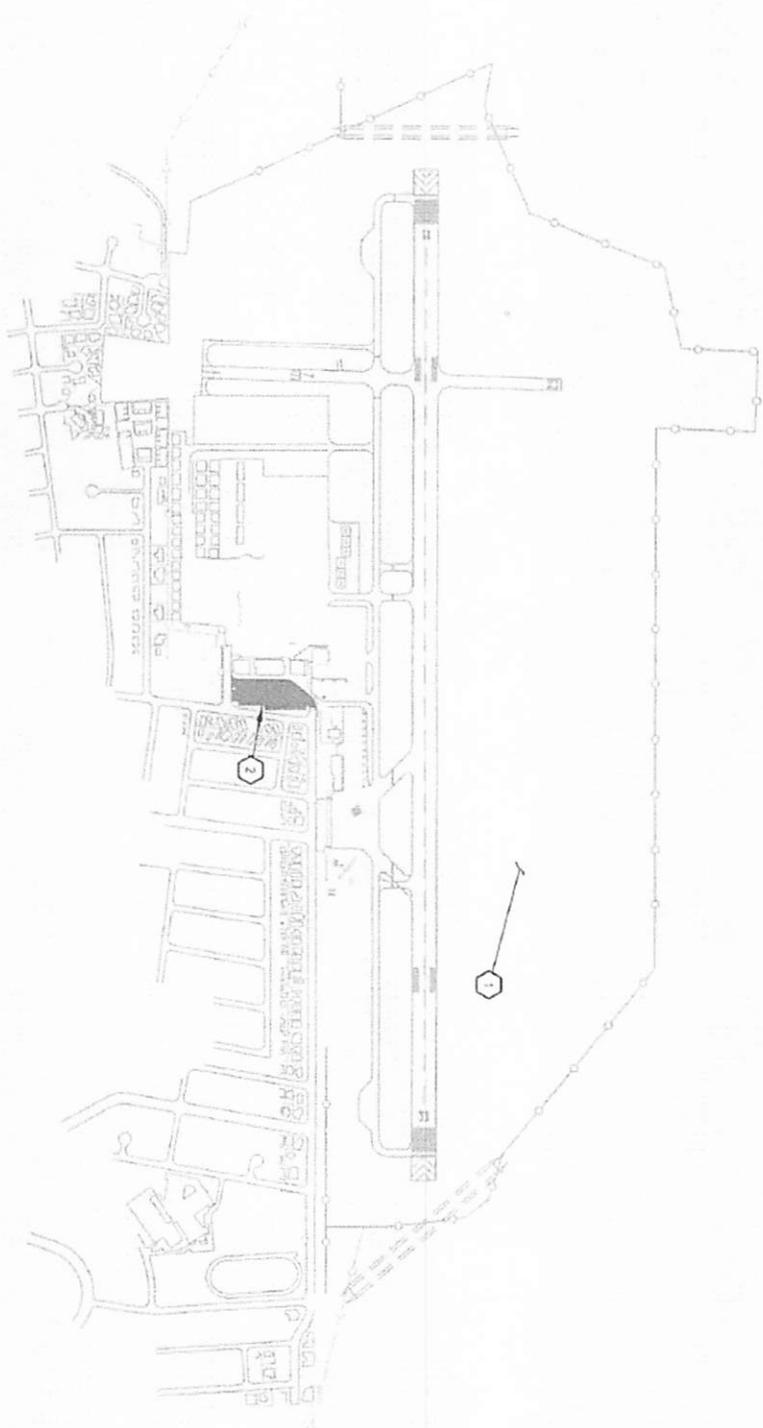
-  CONSTRUCT AIRFT BUILDING
-  CONSTRUCT HOLDING BAYS FOR RW 15-34

CS
CONSULTANTS

PAGE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2029



LEGEND

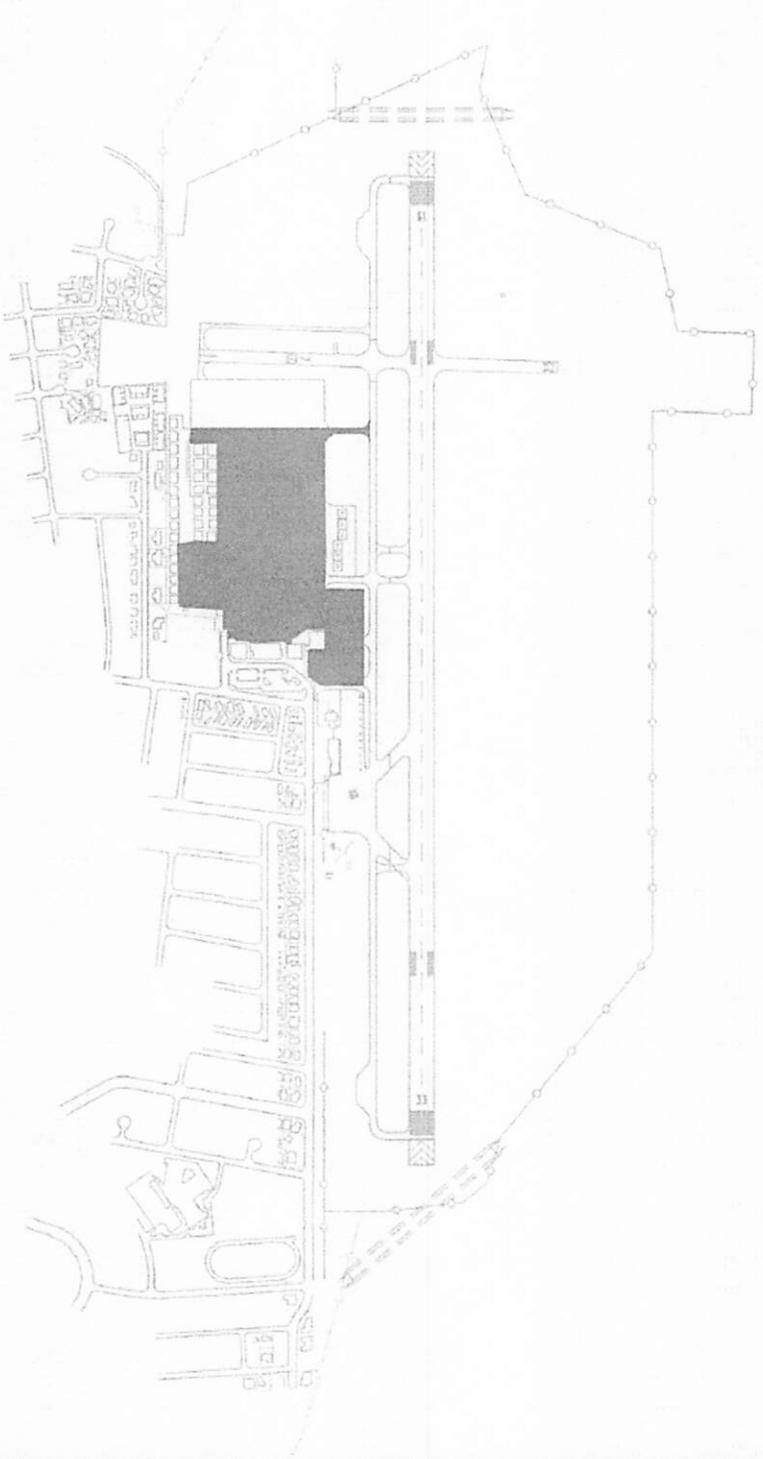
-  MASTER PLAN UPDATE
-  CONSTRUCT TERMINAL PARKING LOT RECONSTRUCTION (110,000 SY)

CS
CIVIL ENGINEERING

PAGE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2030



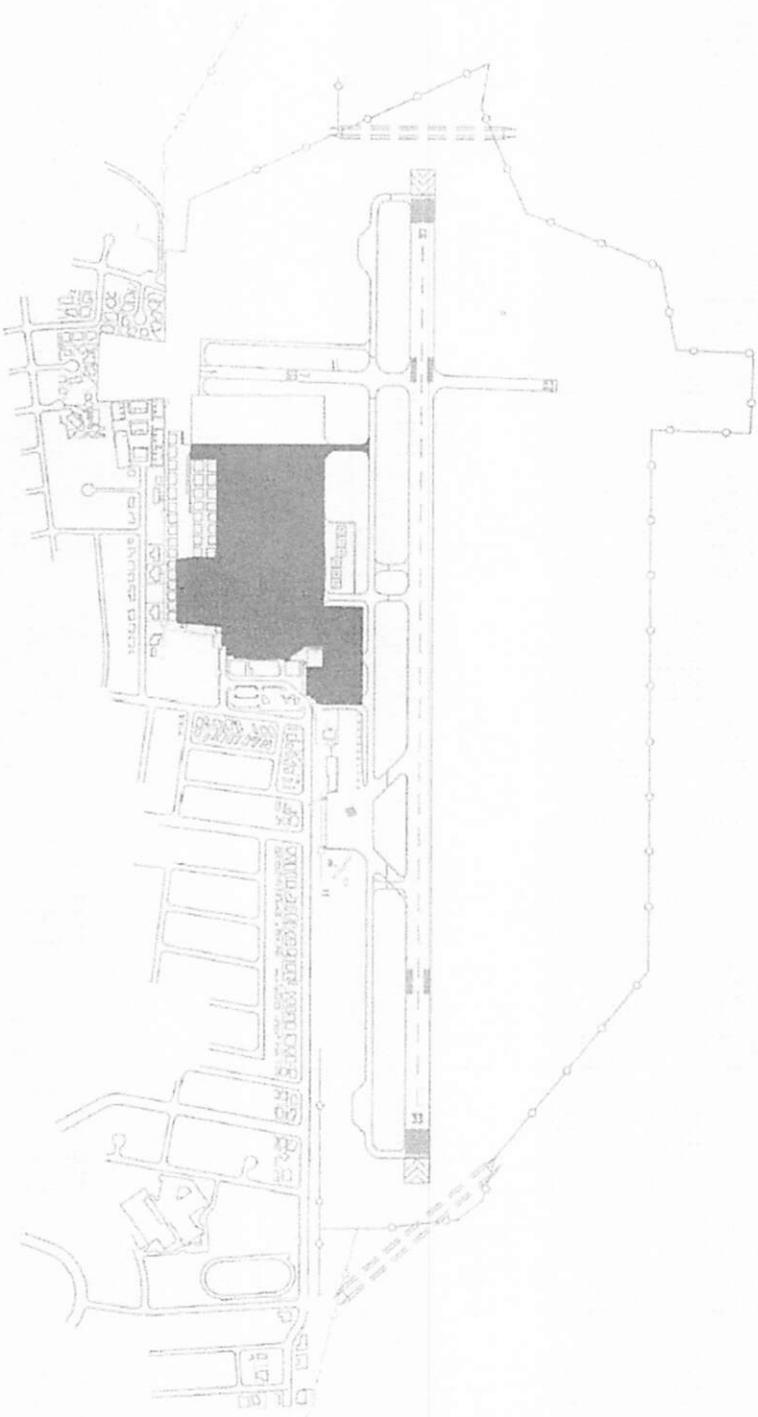
LEGEND

CS (1) MAIN APRON PAVEMENT REHABILITATION (130,000 SY)
(DESIGN)

PAGE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2031



LEGEND

① MAIN APPROACH PAVEMENT REHABILITATION (130,000 SY)
(CONSTRUCTION)



PROFESSIONAL SERVICES AGREEMENT

This Agreement for the On-Call Profession Services ("Agreement") is made by and between the City of Page ("City"), an Arizona municipal corporation and _____ ("Provider"), collectively referred to as "parties."

RECITALS

- A. The City desires to enter into this Agreement in order to obtain services of a consultant for the Professional Services as described in the Request for Statements of Qualification; Page Municipal Airport Architectural/Engineering; and
- B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Agreement; and
- C. The following exhibits are incorporated by reference and are expressly made a part of this Agreement:

Federal Contract Provisions
Scope of Work
Fee Schedule

Exhibit A
Exhibit B
Exhibit C

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider agrees to provide the services as set forth in detail in the Request for Statements of Qualifications, Page Municipal Airport Architectural/Engineering, particularly those listed in the Scope of Work therein and the Five-Year Airport Capital Improvement Program, attached and incorporated in this Agreement as Exhibit B.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

2. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit C. Provider shall complete services as requested and authorized by the City Manager, Airport Director or City Council. Provider shall bill the City monthly for the fee due the Provider based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and during the billing period. City shall pay invoices for satisfactorily completed work within thirty (30) days of the date of receipt. Provider shall provide to the City any information necessary to

determine the total amount(s) due.

The City makes no guarantee of a minimum or specific volume of work or total contracted amount arising from this Agreement, and assignment of services to be rendered by Provider shall be at City's discretion.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit B. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

3.5 Completeness and Accuracy of Provider's Work. The Provider shall be responsible for the completeness and accuracy of his work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein.

3.5.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All services rendered by Provider, including preparation of technical and related documents, shall be completed in accordance with the prevailing Arizona law and services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3.5.2 Correction of errors or omissions disclosed and determined to exist by the City during the construction of a project shall be accomplished by the Provider. The costs that become necessary to correct those errors attributable to the Provider and any expense incurred by the City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. The fact that the City has accepted or approved the Provider's work shall in no way relieve the Provider of any of his responsibilities or professional liability. Should the Provider be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the construction of the project. Provider's duty in the construction inspection phase is to assure City that a project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and

omissions in inspection attributable to the Provider and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. Acceptance or approval by City of Provider's work shall not relieve Provider of inspection responsibilities or professional liability.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative To Provider:

City of Page
PO Box 1180
Page, Arizona 86040

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Page and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

6.1. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000

Medical Expense (any one person)	Optional
6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof)	
Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
6.1.3. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000
6.1.4. Professional Liability (Per Claim)	\$1,000,000

6.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

6.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Page, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Page, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

6.3.4. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.

6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

6.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled,

reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City.

6.5 Acceptability of Insurers. Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

6.6 Verification of Coverage. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.6.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.6.2 The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Provider's obligations under this Agreement.

6.7 Subcontractors. Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the City's Attorney's Office, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Unsatisfactory performance as determined by the City;
- 7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;
- 7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

- 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
- 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
- 7.2.1.3 The right to monetary damages;
- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
- 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 Right to Offset. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Provider, or due to the City's exercise any of the

remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 Termination for Convenience. See Exhibit A.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 Successors and Assigns. No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

8.6 Subcontracts. No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.9 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 Non-Appropriation. If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

8.11 Non-Discrimination. Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 A.R.S. § 41-4401: Provider warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of Provider or any subcontractor employee who works on the Agreement to ensure compliance with this provision.

8.13 Anti-Trust Violations. The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

8.14 Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the City and Provider and no other parties are intended to be direct or incidental beneficiaries of this Agreement. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Provider or City to any party other than the City and Provider.

8.15 Inspection. All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider's records.

8.16 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.16.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the

results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.16.2 Force majeure shall not include the following occurrences:

8.16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.16.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

8.17 Cooperative Use of Contract: The Agreement may be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Agreement who wish to cooperatively use the contract are subject to the approval of Vendor.

8.18 Ownership of Documents: All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Provider under this Agreement are instruments of service for this Agreement only and shall remain the property of the City whether the project is completed or not and shall be delivered to the City upon completion or termination of the services.

8.19 Boycott of Israel. Pursuant to A.R.S. § 35-393 et seq., Provider certifies that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel.

8.20 A.R.S. § 35-394. Pursuant to A.R.S. § 35-394, incorporated herein by reference, Provider certifies that it does not currently, and agrees for the duration of the Agreement 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.
3. Any contractors, 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 Provider becomes aware during the term of the Agreement that it is not in compliance with the written certification, Provider shall notify the City within five business days after becoming aware of the noncompliance. If Provider does not provide the City with a written certification that Provider has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

9. DURATION

This Agreement shall become effective on and from the date it is executed by the parties, and shall continue for a period of three (3) consecutive years, unless sooner terminated as provided in this Agreement. The Agreement may be renewed in writing for a supplemental period of up to two (2) additional one (1) year terms. The City Council authorizes the City Manager to administratively renew this Agreement for the additional terms specified in this paragraph. The Provider shall notify the City at least ninety (90) days prior to expiration of the Agreement if Provider wishes to renew the Agreement for the authorized additional one (1) year terms.

Dated this _____ day of _____, 2026.

City of Page

Mayor

Name

Attest:

Title

City Clerk

Approved as to form:

City Attorney