



Request for Statement of Qualifications

For

Pavement Management Program and Technical Services For Fiscal Year 2024-2028

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Pavement Management Program and Technical Services For Fiscal Year 2024-2028

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide Pavement Management Program – Technical Services which includes technical condition survey and data integration to Lucity Pavement Management Software System. Only people or firms capable of providing the requested professional services will receive consideration.

MANDATORY PRE-SUBMITTAL CONFERENCE: October 31, 2023, at 10:30am, City of Prescott Public Works Department.

BID/STATEMENT OPENING: Thursday, November 16, 2023, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301.**

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

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

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

PUBLISH: October 15th and October 22nd, 2023

Request for Statement of Qualifications

Pavement Management Program and Technical Services For Fiscal Year 2024-2028

TABLE OF CONTENTS

I.	GENERAL INFORMATION	4
	A. SCOPE OF SERVICES.....	5
	B. REQUESTS FOR INFORMATION.....	5
	C. MANDATORY PRE-SUBMITTAL CONFERENCE:	6
II.	STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	6
	A. GENERAL REQUIREMENTS	6
	B. PROPRIETARY INFORMATION	6
	C. SUBMITTAL REQUIREMENTS.....	6
	D. DELIVERY OF SUBMITTALS	8
	E. MINIMUM TEAM QUALIFICATIONS	9
III.	EVALUATION CRITERIA	9
	A. GENERAL INFORMATION.....	9
	B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL	9
	C. VALUE ADDED KNOWLEDGE AND EXPERIENCE	9
	D. PROPOSED PROJECT APPROACH	9
	E. OVERALL EVALUATION.....	10
IV.	EVALUATION AND SELECTION PROCESS	10
	A. OVERVIEW.....	10
	B. FINAL RANKING AND CONTRACT NEGOTIATION	10
	C. TERM OF CONTRACT	10
	D. TERMINATION OF CONTRACT	11
	E. COOPERATIVE USE OF CONTRACT	11
	F. PROTEST POLICY	11
V.	ATTACHMENTS.....	14
	A. SAMPLE PROFESSIONAL SERVICES AGREEMENT	14
	B. SCOPE OF WORK	24

I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Statement of Qualifications (SOQ) for Pavement Management Program and Technical Services for Fiscal Year 2024-2028.

The project goal is to acquire an accurate assessment of The City’s current and existing asphalt conditions and other right of way assets. To then implement that data into Lucity Pavement Management System (Lucity) to update and advance the City’s Pavement Management Program and to facilitate its accuracy in producing project and budget-based scenarios. The finished result is to have a fully functioning Lucity with accurately assessed paved assets, performance curves assigned to these assets, and a functioning asset tracking module that can be used to generate capital improvement planning reports. The objective is to gain an accurate inventory of right of way assets in Geographical Information System (GIS) / Lucity with a general condition assessment and develop a 5-year pavement rehabilitation and preservation plan with supporting budgets.

The City is requesting a statement of qualification (SOQ) from qualified professional consulting firms with experience in developing and maintaining a Pavement Management Program (PMP) to provide professional services for updating the City’s PMP. The City uses the PMP to cost-effectively manage the street network and optimize the scheduling of pavement maintenance work, in support of the City’s on-going efforts to maintain the City’s roadway system. The City plans to requisition inventory of all right of way (ROW) assets including but not limited to; sidewalk, sidewalk ramps, curb types, gutters, driveways, guardrail, and signage along with a corresponding condition assessment (Good, Fair, Poor).

This request for statement of qualification includes a description of the proposed project, the proposal requirements, the criteria for selection, and the scope of services to be provided by the Consultant. All firms interested in submitting a proposal must have sufficient, readily available trained personnel, support services, specialized subconsultants, and financial resources to carry out the work without delay. The selected consultant will be expected to conduct automated field surveys, evaluate the conditions of the City’s streets, and propose rehabilitation work needed and an optimal program of pavement preservation for lifecycle management, establish funding required for rehabilitation and lifecycle preservation, complete ROW asset inventory and condition assessment and prepare reports needed for updating to the City’s PMP.

Consultants may submit proposals as a single organization or firm with in-house capabilities, or as a team of consultants to fulfill services of this RSOQ. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant.

Only one contract will be awarded. A contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. The contract will be for the term of three (3) years, with the consideration of two (2) one (1) year extensions based on successful completion of work and mutual agreement. The value of the contract will vary based on projected City needs and available budget.

To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience. The City will apply a one-step process to

select the successful firm 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 received, but no more than five (5) of the highest ranked firms. The City will then attempt to negotiate a Scope of Work, Fee, and Schedule that is acceptable to both parties. The City will continue through the list of qualified consultants until a mutual agreement is reached. At that time, the Public Works Department will take the request to the city council and recommend that the City enter into a Professional Services Agreement with the selected firm. If that recommendation is approved by the city council, the Agreement will be executed and a Notice to Proceed will be issued.

A. SCOPE OF SERVICES

The Consultant will be required to update the City's PMP including ROW inventory and general condition assessment and make recommendations for optimal lifecycle management of its roads including annual preservation and rehabilitation work based on the City budgets and available funding. This RSOQ encompasses all phases of the project.

Responsibilities will include, but are not limited to:

- Modifications and updates to the database
- Street condition surveys (Automated), and data entry
- ROW inventory and condition surveys with data entry
- Analyzing the Pavement Management Program
- Preparing Pavement Management reports
- Mapping and data management

The draft Scope of Work (Attachment A) is intended as a guide only. SOQ should include a complete Scope of Work prepared by the Consultant, outlining the tasks and subtasks required for the successful implementation of the project. The proposed Scope of Work should include any critical data, information, procedures, or tasks that may have been overlooked in this RSOQ for the proposed pavement management update. If the Consultant deems any tasks or deliverables listed in the RSOQ to be excessive, extraneous, or lacking, those items should be clearly identified in the SOQ. Any additional services proposed by the Consultant, beyond those necessary to successfully complete the Scope of Work, should be listed as "optional" in the SOQ.

B. REQUESTS FOR INFORMATION

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

LaTona Jones
Contract and Purchasing Administrator
Latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, November 9, 2023. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, November 13, 2023. A receipt of the addenda must be acknowledged, and a copy fully submitted with the firm'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 submitters. Submittals will only be accepted from companies in attendance as established on the sign-in sheet.

Date: October 31, 2023

Time: 10:30 AM

Located 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.

A. GENERAL REQUIREMENTS

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

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

B. PROPRIETARY INFORMATION

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

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

C. SUBMITTAL REQUIREMENTS

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

The SOQ shall be limited to no more than five (5) pages for each applied area of interest within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed per applied category which may include graphs, charts, photos, or additional resumes. Front and back covers, table of contents, and tabbed

divider pages will not be counted if they do not contain submittal information. The cover letter shall not exceed two (2) pages and is not included with the above page count limitation for the SOQ.

The SOQ should be concise, well organized and demonstrate the qualifications and experience applicable to this request. The SOQ shall address the firms' overall approach, evaluation criteria and shall include the following:

- The cover letter shall not exceed two (2) pages and is not included with the above page count limitation for the SOQ. The cover letter should summarize key elements and guarantee that key personnel will be committed to performing the required tasks throughout the duration of the contract.
 - Shall be limited to two (2) pages and include a contact name, email, phone number and full address for the firm.
 - Shall include a statement that the firm is prepared to execute the Professional Service Agreement as written and will not make any changes to the project team without the authorization of the City.
 - Shall be signed by the individual or, if a corporation, a corporation officer with the power to bind the firm or corporation to its SOQ.
- Project Outline – An outline of the firm's background, qualifications, and ability to perform the services required. Include any subcontractors to be employed on this project. Include an outline for each individual firm if teaming or subcontracting with a separate company.
- Firms and Contact Information for each firm, if teaming, or subcontractor.
 - The legal name and address of the company / firm.
 - The name of the parent company is if the firm is a wholly owned subsidiary of a parent company.
 - If a multi-office firm, the office location from which this proposal will be carried out.
 - Name, title, address, telephone number and email address of the primary person(s) to contact concerning this SOQ.
- Project Team. Provide a list of personnel to be employed on the project, their relationship to the project and their qualifications and experience. It is expected that the work will be under the direction of a registered Civil Engineer licensed in the State of Arizona. The project Manager shall be clearly identified and will be expected to serve on the project throughout the duration of the project.
 - Include a team organization chart and a description of each team member's role and responsibilities for the project.
- Past project experience and reference list. Include a description of specific projects that are similar to this project in scope and complexity. The description shall include a brief overview of the project, the proposed project team members' involvement with the project, the outcome of the project, the project final cost and the name and phone number of the project's client who is knowledgeable about the project. The past project list shall clearly demonstrate

the proposed project team has the relevant and necessary experience to complete this project.

- Project Schedule – The City desires to complete this project as expeditiously as possible. The Consultant shall provide a detailed schedule of the various proposed activities to accomplish the project. For the purposes of the preliminary schedule assume January 9, 2024, as the contract award date.
- Appendix – Provide a complete resume for each team member.
- Agreement to the City’s Professional Services Agreement – A sample copy of the professional services agreement approved by the City Attorney is provided as an attachment. Agreement to the City’s Professional Agreement terms and conditions should be included as part of the submittal. Please do not respond to this proposal if you cannot agree to all terms of the City’s contract. The City will not change or modify the hold harmless liability clause included in the agreement.

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

Do not include any fees or pricing related to this project with the SOQ submittal. Failure to comply with this provision may result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, November 16, 2023**, 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 Clerk’s Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The 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 2:00pm deadline.

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

**Statement of Qualifications:
Pavement Management Program and Technical Services
Due before 2:00pm on November 16, 2023**

E. MINIMUM TEAM QUALIFICATIONS

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

III. EVALUATION CRITERIA

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

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

A. GENERAL INFORMATION

5 points possible

This section will look at the Cover Letter with applicable information as required above, the applicable licenses held, and all submission requirements have been met and in order as to requirements above.

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

40 points possible

- Project Outline - Demonstrated understanding of the purpose and scope.
- Demonstrated years of experience, specific technical capabilities, and qualifications.
- Names and locations of the key personnel, company and subcontractor proposed for delivering the service.
- Brief Information on each key team member describing their experience, background, and notable projects.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

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

- List of comparable projects for the applied service category with work performed and reference information.
- Specific experience of the firm within Arizona

D. PROPOSED PROJECT APPROACH

20 points possible

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

- Description of how the firm would approach, manage, and complete required services.
- Identify and include a project schedule.

E. OVERALL EVALUATION

5 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 may be used in the evaluation and scoring process for this item. This section includes the overall quality of the SOQ evidencing interest in providing services and the overall evaluation of the firm and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

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

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked firms will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the firms to generate a final list of not less than three (3), depending on submissions received, but no more than five (5) of the highest ranked firms. The City will then notify each of the candidate firms of the final ranking. The City will then attempt to negotiate a Scope of Work, Fee, and Schedule that is acceptable to both parties. The City will continue through the list of qualified consultants until a mutual agreement is reached.

Only one contract will be awarded. A contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. The contract will be for the term of three (3) years, with the consideration of two (2) one (1) year extensions based on successful completion of work and mutual agreement. The value of the contract will vary based on projected City needs and available budget.

The selected firm 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 will be required for the award of a contract.

C. TERM OF CONTRACT

The contract will be for the term of three (3) years, with the consideration of two (2) one (1) year extensions based on successful completion of work and mutual agreement.

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 day written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

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

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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. The 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.

M. 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 Ariz. Rev. Stat. § 35-393, of Israel.

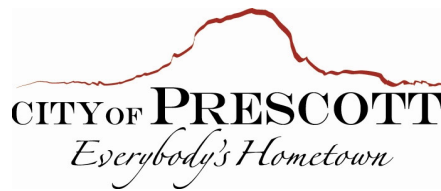
N. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

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 Firm, 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.

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

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

- V. ATTACHMENTS**
 - A. Sample Professional Services Agreement**
 - B. Scope of Work**



Professional Services Agreement

Pavement Management Program and Technical Services

For Fiscal Year 2024-2028

Contract No. 2024-XXX

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS ** (hereinafter referred to as “Professional”), has expertise in providing Pavement Management Program and Technical services.

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:

1. That Professional shall provide the services to the City in relation to the Pavement Management Program and Technical Services as indicated in the Request for Statements of Qualifications, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of **) and as requested by the City Public Works Director (hereinafter referred to as “Director”).
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Statement of Qualifications.
5. The initial term of the contract shall be for a period of three (3) years. The contract may be extended for an additional two (2) one (1) year extensions based on successful completion of work and mutual agreement.
6. Notwithstanding the foregoing, 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.

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.
16. The parties hereto expressly covenant and 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. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and 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 sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional 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 Professional. 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.
19. 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.
20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her

agents. 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 as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. 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.
22. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
(B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
(C) 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 amount of the Contract shall be valid unless so ordered.
(D) Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract 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.
(F) If the Professional claims that any instructions involve additional/extra cost under this Contract, 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 therefore upon receipt of an accepted Contract Amendment or other written order of the Director and 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 over \$50,000.00 must be approved by City Council.

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

Commercial General Liability – Occurrence Form

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

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

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

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

Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. The Professional, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans 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 Professional 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, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") 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 "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional 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 Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professionals agree 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 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.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor 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).

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

26. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
28. Israel: Company 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.
29. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, **Contractor / Vendor /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 Firm, 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.

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

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

31. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

32. Non-Availability of Funds: Fulfillment of the 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 paragraph.

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

Pavement Management Program and Technical Services

Draft Scope of Work

In this RSOQ, the City seeks a Consultant to update the City's Pavement Management Program and provide recommendations for programmed work based on optimization of overall pavement condition, lifecycle and budgetary constraints. The selected Consultant will be responsible for providing all necessary services to complete the project successfully.

The draft Scope of Work included in this RSOQ provides an outline of the likely tasks and deliverables required for the project. However, proposals should include a complete Scope of Work, prepared by the Consultant, which details all necessary tasks and subtasks to ensure the project's successful implementation. The proposed Scope of Work should also include any critical data, information, procedures, or tasks that may have been overlooked.

If the Consultant believes that any tasks or deliverables listed in this RFP are unrealistic, excessive, extraneous, or lacking, they should identify those items and suggest modifications or additions in their proposal. The Consultant may also propose additional services that are not necessary for the project's successful completion, but they must be clearly identified as optional in the proposal.

The scope of services shall generally include the following:

Task 1 – Project Management and Coordination

The Consultant will be responsible for managing and administering the project in the following manner:

1. Maintain regular communication with the City Project Manager to keep them informed of the project's status.
2. Develop and maintain a comprehensive project schedule that includes all tasks, subtasks, milestones, and time frames.
3. Submit all project deliverables in a timely manner.
4. Conduct a project kick-off meeting and periodic progress meetings. The Consultant will prepare meeting agendas and minutes, including action items, for all meetings. The kick-off meeting will establish points of contact, discuss project goals, schedule, and strategies for successful project completion. The progress meetings will involve regular discussions with City staff to review the project's progress at intervals deemed appropriate by the City. The Consultant will coordinate with all staff members, City representatives, sub-consultants, and ensure successful project progress and completion.
5. Quality Assurance /Quality Control (QA/QC) plan for the project.

Task 2 – Database Modifications and Updates

The Consultant will be required to perform the following:

1. Review the City's pavement inventory attributes, including length, width, and functional classifications, to ensure that all updates are accounted for.
2. Add any new streets that may have been constructed and/or accepted, including appropriate street numbers and block order references in the inventory.
3. Document and input available maintenance and rehabilitation history from the City.
4. Analyze city's current pavement management hardware and software and make recommendations for upgrades needed for optimal program functionality.
5. Create survey maps for use with survey equipment.
6. Validate the link between each segment and its parent GIS section in the database.
7. Provide O & M Manual. The Consultant will be required to provide an operations and maintenance manual for City personnel to use in conjunction with the Lucity model.

The Consultant will ensure that all database modifications and updates are performed accurately and efficiently, in compliance with industry standards and best practices. Additionally, the Consultant will provide regular updates to the City Project Manager regarding the progress of Task 2.

Task 3 - Pavement Condition Data Collection

The City has approximately 760 centerline miles of public roadways. For the purposes of this proposal, the Consultant shall assume approximately 1,015 test-miles. The Consultant will be responsible for collecting a full range of pavement condition data using properly calibrated laser road surface testing equipment with a minimum of 7 sensors, enhanced with digital imagery and GPS capabilities. The equipment must have the following capabilities:

1. The Consultant shall perform a single (1) pass testing for local streets, and double (2) pass testing on collector and arterial streets unless otherwise agreed upon by the parties in advance of execution.
2. Measure linear distances to within +/-0.5% accuracy.
3. All data shall be collected following the ASTM D6433 distress configuration and guidelines.
 - a. All survey work shall be conducted on dry pavement and in lighting conditions that ensure accurate crack detection.
4. Automatically and continuously measure pavement cracking, texture, rutting, and geometrics.
5. Provide a customized digital condition rating system to collect user-defined severity/extent-based pavement distresses and relevant roadway attributes.

The Consultant will ensure that the pavement condition data collection is performed accurately and efficiently, in compliance with industry standards and best practices. Additionally, the Consultant will provide regular updates to the City Project Manager regarding the progress of Task 3.

Task 4 – Pavement Data Entry and Condition Processing

1. The Consultant will be responsible for entering the pavement condition data collected in Task 3 into the City's Lucity asset management software database.
2. The Consultant shall ensure that the condition survey data is entered into the database accurately and reviewed for errors using exception reports and observations of the data tables.
3. Associate field survey results along with the performance curves to generate life cycle information for all assets.
4. All previous repair and maintenance information in the database shall be maintained.
5. The Consultant shall correct any errors before performing calculations.
6. The Consultant shall develop a pavement condition index (PCI) score for each roadway section using all applicable data streams and legacy condition score calculations to ensure continuity.
7. Additionally, the Consultant shall enter the new road segments into the City's pavement management software by utilizing the City's existing GIS database.
8. The Consultant shall set up the system to enable city crews to input updated surface distress information in the future and ensure that Lucity and GIS is a 1-to-1 relationship.

Task 5 – City-Wide Pavement Condition Assessment

The selected Consultant will perform a City-wide pavement condition assessment of approximately 760 centerline miles (Approximately 1,015 test-miles).

1. The Consultant will be responsible for providing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible.
2. The QC procedure will also verify that the data is accurately entered into the pavement management software.
3. The Consultant should have sufficient Lucity experience and staff availability to perform a City-wide pavement condition assessment in a timely manner.
4. The Consultant will provide a technical memorandum documenting the methodology for performing the assessment and presenting the data collection protocols to be used for the assessment. After review by the City and written approval of the methodology, the Consultant will be authorized to proceed with the assessment.

Task 6 – Pavement Analysis, Budget Development & Run Scenarios

The Consultant will collaborate with City staff to review and update the existing pavement rehabilitation model parameters in the Lucity system as required. These updates will be based on city budget scenarios and industry standard metrics for the modeling, such as Min/Max PCI, Breakpoint PCI, costs, and reset PCI values. Using the City's pavement management software, the Consultant will conduct several pavement management scenarios, including:

1. Assessing the average overall pavement condition of the City if current funding levels remain unchanged for the next three (3), five (5), or ten (10) years. The Consultant will use the funding levels provided by the City.
2. Determining the annual funding required to maintain an average overall pavement condition of 65, 70, 75, or 80 Pavement Condition Index (PCI).
3. Providing investment benefit information that indicates the cost per square foot of benefit for each maintenance strategy based on maintenance and rehabilitation costs.
4. Developing Lucity super segments that achieve a 5-year pavement maintenance plan.
5. Configuring Lucity's operating parameters specifically for City of Prescott staff using the software.

Task 7 – City-Wide Right Of Way (ROW) Inventory and Condition Assessment

The selected Consultant will perform a City-wide ROW inventory and general condition assessment of approximately 760 centerline miles. To include but not limited to; sidewalks, sidewalk ramps, curb types, gutters, driveways, guardrail and signage along with a corresponding condition assessment (Good, Fair, Poor). New mapping layers, legends, and data tables will need to be created to properly define and locate ROW assets.

1. The Consultant will be responsible for providing a quality control (QC) procedure to ensure that the ROW inventory and general condition data is accurate and reproducible.
2. The QC procedure will also verify that the data is accurately defined, located, and entered into the Lucity management software.
3. The Consultant should have sufficient Lucity experience and staff availability to perform a City-wide pavement and ROW asset condition assessment in a timely manner.
4. The Consultant will provide a technical memorandum documenting the methodology for performing the assessment and presenting the data collection protocols to be used for the assessment. After review by the City and written approval of the methodology, the Consultant will be authorized to proceed with the assessment.

Task 8 – Summary Report and Project Documentation

Upon completing Tasks 1 through 6, the Consultant is required to prepare all project documentation, including a draft summary report of the findings and conclusions. The following reports will be included, but not limited to:

1. Executive Summary
2. System Report with the following: list of road names, segment list, street condition report, budget report, network optimization report, cost/benefit analysis report (by priority and alphabetical), and project candidate report (by priority and alphabetical). Provide (3) bound copies in addition to electronic Excel and PDF data.
3. Various planning and maintenance reports identifying the recommended treatment for each segment of street and roadway. The rehabilitation plan should consider innovative paving solutions that maximize the City's budget.
4. Generate estimated costs for the maintenance and rehabilitation of the City streets/roadway system using the treatment recommendations and current market material and labor costs.
5. Identify immediate and future effects of pavement management decisions.
6. Identify current and future funding requirements and financial alternatives utilizing survey information, City criteria, and project budget, and prepare a five-year work plan for the maintenance and rehabilitation of the City streets/roadway system.
7. After review by the City, the Consultant will make all necessary changes and submit three (3) copies of the final report. In addition, all data collected by the Consultant will be provided to the City in native, electronic format (PDF, Excel, Word, etc.) and Adobe Acrobat (pdf).

Task 9 – On Call Services

The City requires that the selected Consultant be available for on-call services as needed, including quarterly, bi-annual, and/or annual updates of the City's Pavement Management Program. Other tasks include updating designed projects, updating segment level attributes, adding new roads to the Lucity database and GIS centerline layer, reviewing Super Segments, running custom budgetary models, conducting monthly meetings for overall health checks of the City's Pavement Management Program to ensure functionality, and other on-call services as needed.

Task 10 – Lucity Software Training Sessions

1. Introduction – Principles of pavement management, software overview, developing the pavement network, setting up the modules, and distress identification.
2. Pavement Condition Indices (PCI) – Surface distress (ASTM D6433 based or modified versions), deflection, traffic, and environmental inputs.
3. Network referencing – Database inventory, combining blocks, splitting blocks, creating projects, and assigned districts.
4. Activity – How to update the program with work completed and when.
5. GIS – Using the GIS module within the software to export data to the map.
6. Overview of Project Level Analysis.
7. Report Generation.
8. Database Maintenance.