



Request for Proposals

For

Rodeo/Fairgrounds Master Plan

CIP No. 2505-001

MAYOR AND COUNCIL:

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

CITY CLERK:

Sarah M. Siep

DEPUTY CITY MANAGER:

Michael Morris

Request for Proposals

Rodeo/Fairgrounds Master Plan

DESCRIPTION: The City of Prescott, Arizona, is inviting qualified architectural/engineering firms to provide competitive sealed proposals for a master plan for the Rodeo/Fairgrounds.

NON-MANDATORY PRE-BID CONFERENCE: June 3, 2025, at 12:00pm, at the City of Prescott Rodeo Grounds Extension Office.

BID OPENING: Thursday, July 24, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 1st floor, Prescott, Arizona 86301**

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

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

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: May 18 and 25, 2025

**Request for Proposals (RFP)
Rodeo/Fairgrounds Master Plan**

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Proposal for the Rodeo/Fairgrounds Master Plan. This document is a Request for Proposal, as such; the lowest price proposed will not guarantee an award recommendation. Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the services.

The City will review all the proposals received and utilize its best judgement in selecting a qualified firm. In the event that a firm cannot be selected based solely on the Proposals submitted, up to three (3) firms, with the highest evaluations, may be selected for oral interviews.

One contract will be awarded to a firm. The contract shall be awarded on the basis of demonstrated experience, qualifications, and the stated submittal requirements as listed in this proposal.

The Prescott Rodeo/Fairgrounds is located within the limits of the City of Prescott and bounded by Fair Street, Gail Gardner Way, Rodeo Drive, Fairgrounds Avenue and Schemmer Drive. The property is predominately bordered by long-time single family residential neighborhoods on the south and east sides. The north and east sides are bordered predominately by regional businesses and retail. The Prescott Rodeo/Fairgrounds has a long and renowned history. The City of Prescott acquired the Prescott Rodeo/Fairgrounds from Yavapai County in June 2007. The property hosts the University of Arizona Cooperative Extension, the Auto Club, City of Prescott Offices, and, most notably, Prescott Frontier Days’ (PFD) World's Oldest Rodeo. The rodeo has operated from this location since 1913 and is now an integral part of Prescott identity and the economy that supports local business and government. Other events held at the Prescott Rodeo/Fairgrounds include the county fair, memorials, the Arizona Junior Rodeo, Toastmasters, and many more.

A. DESCRIPTION OF WORK

Due to the age of the facility and the lack of significant financial investment in improvements by the County and City over the history of the Prescott Rodeo/Fairgrounds, there are significant deferred maintenance items, which have negative impacts on the Rodeo and the neighboring properties during large events. The Rodeo/Fairgrounds has inadequate and inefficient amenities and spaces for the uses at the property and has a lack of modernized amenities that could mitigate adjoining neighborhood impacts. The City of Prescott now has an opportunity and responsibility to address these issues, beginning with restarting a collaborative improvement planning process, and ensure the property is a welcome asset reflective of the high standards of the community at large. The planning process will include consideration of changes to the property and amenities to mitigate impacts to the neighboring properties. During large events, neighbors can experience loud music and other sounds until late in the evening, an increase in traffic and parking on neighborhood streets, bright lights that carry beyond property boundaries, and other impacts. In order to be a better neighbor to our residents, the City should evaluate

mitigative actions that could minimize or eliminate these undesirable impacts during the planning process for improvements.

The purpose of this project is to create a Master Plan for the Prescott Rodeo/Fairgrounds that accommodates the many differing needs of the user groups, minimizes/mitigates the impact on the adjoining neighborhoods and provides the updated amenities needed to enable efficient and effective use of the space. The site is approximately 43 acres, however, all of this acreage may not be useable due to rock outcroppings, open space designation, and flood plain considerations. The consultant shall determine usable acres. All planning will need to consider such things as parking, utility infrastructure, visitor experience, foot traffic patterns, quality space for participants in events, control features for ticketed events, modern lighting and sound amenities, ingress and egress features, buffering, beautification, event operations and logistics, maintenance requirements, aesthetics, gathering spaces for event attendees, and green space for the community to enjoy.

B. SCOPE OF WORK AND SPECIFICATIONS

The following Scope of Work and Specifications should be used as a guide for processes that will produce the required deliverables. Proposers may propose alternate, modified, and/or additional services. Prospective proposers shall fully describe their proposed procedures, processes, and timelines.

Approach

Task 1 – Public Engagement - Stakeholder Input and Design Charettes

1. Conduct Stakeholder Input Meetings with the following groups:
 - Adjoining Neighborhoods
 - Prescott Frontier Days, Inc
 - City Departments
 - Other site users (Extension Office, Auto Club, County Fair, etc.)
 - Chamber of Commerce Board of Directors
2. Conduct up to three Open Community Meetings and up to three Council meetings
3. The design team will have question / answer sessions with the groups or individuals, document discussions and provide a summary of responses. The input received from these sessions will be used to develop preliminary design solutions, which will be developed by the Design Team and presented for review and discussion at Monthly Steering Committee Meetings.
4. Review previous plans related to the site for context into the new plan.

Task 2 – Site Assessment

1. Conduct a site visit to assess the conditions of all current amenities.
2. Document the existing conditions.
3. Research utility infrastructure and capacity.
4. Identify existing natural impacts (stormwater, topography, soil conditions, etc.)
5. Identify needs for ADA accommodation.

6. Determination of usable acres.

Task 3 – Conceptual Design

1. During the Design, the Design Team will combine input from the Stakeholder Input, Design Charettes and Site Assessment to develop the master plan. The master plan will include conceptual-level floor plans, building elevations, material schemes and a site plan. Drafts of these will be presented for input and comment at approximately 30% completion and 75% completion. At the direction of the Steering Committee a public meeting will be conducted at the 75% design stage for final public input on the Master Plan.
2. These preliminary drawings will present conceptual layouts for consideration of parking, utility infrastructure, visitor experience, foot traffic patterns, quality space for participants in events, control features for ticketed events, modern lighting and sound amenities, ingress and egress features, buffering, beautification, event operations and logistics, maintenance requirements, aesthetics, gathering spaces for event attendees, and green space for the community to enjoy.
3. Input received during the 75% review presentation will be used to complete the conceptual design plans and renderings.

Task 4 - Final Submittal and Presentation

1. A final Master Plan design and narrative will be created for presentation and distribution.
2. A project budget will be estimated and supplied based on the elements identified in the Final Master Plan. The budget will be a rough order of magnitude concept-level opinion of probable costs.
3. A recommended phasing plan based on urgency of needed amenities and estimated cost will be created and provided.
4. A list of potential funding mechanisms will be supplied.
5. The Final Master Plan, budget, phasing and potential funding mechanism will be presented in person to City Council for approval.

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE

This pre-proposal conference is non-mandatory for potential proposers, and while highly recommended, it is not a prerequisite for submission of a proposal.

Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. A sign-in sheet will be kept of the names of potential proposers that attend the pre-proposal conference. The minutes of this pre-proposal conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The non-mandatory pre-proposal conference will be held on June 3, 2025, at 12:00pm at this location:

**City of Prescott
Rodeo Grounds Extension Office
840 Rodeo Drive
Prescott, AZ 86305**

Optional Pre-Bid Tour:

An optional pre-proposal tour will be held right after the pre-proposal conference. This tour is designed to clarify the information contained in this RFP and provide an opportunity for questions and answers. Attendance at the optional pre-proposal tour shall be determined by the presence of a signature of the proposer's representative on the sign-in sheet at the tour.

D. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- Request for Proposal Advertised May 18 and 25, 2025
- Non-Mandatory Pre-Proposal Meeting June 3, 2025
- Proposal Due Date/Opening July 24, 2025
- Award of Contract September 23, 2025

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

E. 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 the City project representative at the following:

Jaimie Sventek
Contracts Coordinator
contracts@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00p.m. on Tuesday, July 15, 2025**. Responses, or addenda as required, will be issued no later than 12:00p.m. (noon) on Monday, July 21, 2025. Receipt of the addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original (not stapled or bound)** along with **one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form C – Bid Certification
- Form D – Certificate of Non-Collusion
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package. Attach extra pages and information on your company's letterhead to not exceed 10 additional pages.

- **Company Overview, Statement of Qualifications, Team Description:**

- 20 points possible

Provide names, educational background and experience of each team member, including subconsultants, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Include names and qualifications of outside consultants and associates that may be employed to assist on this project. Provide project organization chart.

- **Project Relevant Experience:**

- 20 points possible

Provide a list of three (3) to five (5) current projects or projects completed in the last ten (10) years. Relevant experience shall be of size and scope to Prescott and include projects in neighborhoods with neighborhood impacts. Include client contact information. Preference will be given to respondents who have developed plans for other municipalities.

- **References:**

- 15 points possible

Supply a minimum of three (3) related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them. Include references of Municipalities/Organizations that your firm has prepared or assisted in preparation of Master Plans.

- **Project Approach:**

- 30 points possible

Describe your understanding of the project and your approach for completing the project, including public input. Provide task details and a proposed timeline. The proposal should demonstrate a clear understanding of the planning requirements and the work to be performed.

- **Price:**

- 15 points possible

Provide a fee schedule to include an itemized cost for scope of work and deliverables, and total cost. Include staff hourly rates to be used for any additional work which may be requested by the City which is outside the scope of the contract.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Certificate of Non-Collusion**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide three (3) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. 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.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00p.m. on Thursday, July 24, 2025**, at the **City Clerk’s Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00p.m. 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 to any other city locations. The time and date stamp in the City Clerk’s Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

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

**Request for Proposals:
RODEO/FAIRGROUNDS MASTER PLAN
Due before 2:00p.m. on July 24, 2025**

III. EVALUATION CRITERIA

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott’s needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott’s current and future needs based on the information available and Prescott’s best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer’s approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer’s responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

Evaluation Criteria	Weight Percentage
Company Overview, Statement of Qualifications, Team Description	20
Project Relevant Experience	20
References	15
Project Approach	30
Price	15
Total (not to exceed 100%)	100%

A. ORAL INTERVIEWS

In the event that a proposer cannot be selected based solely on the Proposals submitted, up to three (3) proposers, with the highest evaluations, may be selected for oral interviews to establish a final ranking. The selected proposers will be invited to participate in discussions with the Selection Committee on a future date and awarded points based upon the criteria submitted to proposers if an interview is necessary.

IV. CONTRACT NEGOTIATION AND AWARD

To qualify, the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal 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

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

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 contract as specified if determined by the City to be in the City’s best interests.

B. AWARD OF CONTRACT

The selected company/firm 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 will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

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

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Professional 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 Professional's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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.

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

Insurance Limit Requirements - Professional shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may

be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (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.”

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

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

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

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

Worker’s Compensation and Employer’s Liability:

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

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

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 ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing 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 ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

V. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year, starting upon the fully executed contract. The contract may be extended for an additional one (1) year period with the mutual consent of the City and Firm. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

VI. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such a 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.

VII. 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.

VIII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after award. 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.

IX. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** 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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

- C. Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D. 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 Firm further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E. 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 Contract, pursuant to A.R.S. Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Firm further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G. This Agreement is non-assignable by the Firm unless by subcontract, as approved in advance by the City.
- H. This Agreement shall be construed under the laws of the State of Arizona.
- I. This Agreement represents the entire and integrated Agreement between the City and the Firm 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 Firm. 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.
- J. 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.
- K. INDEMNIFICATION: To the fullest extent permitted by law, the Firm 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 Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract, Firm'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 Firm or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

L. 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.

M. Contractor Immigration Warranty (if applicable)

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. The 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.

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

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier 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 Contractor / Supplier 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 Contractor / Supplier 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 Contractor / Supplier 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.

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

1. The Firm 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.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
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.



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

Rodeo/Fairgrounds Master Plan

Contract No. 2026-060

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 GH2 Architects, LLC (hereinafter referred to as “Professional”), has expertise in providing said 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 Rodeo/Fairgrounds Master Plan project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of September 23, 2025), and as requested by the City Deputy City Manager (hereinafter referred to as “Deputy City Manager”).
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 for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the 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 Exhibit “A”.
5. The initial term of the Agreement shall be for a period of one (1) year, commencing on a fully executed contract.
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.

7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

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

GH2 Architects, LLC
1375 North Scottsdale Rd, Suite 180
Scottsdale, AZ 85257
rcw@gh2.com

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of one hundred forty-five thousand five hundred fifty-nine dollars and zero cents (\$145,559.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

(B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".

(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 Deputy City Manager. 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 Deputy City Manager 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 Deputy City Manager 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 Deputy City Manager 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 amendment issued by the Purchasing Division, 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 Deputy City Manager 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 Deputy City Manager and in the absence of such Contract Amendment or other written order of the Deputy City Manager, 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 Deputy City Manager to proceed with the services/work. All Contract Amendments must be approved by the Deputy City Manager. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project 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.

23. 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.

24. Contractor Immigration Warranty (if applicable)

Contractor 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 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 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 "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 Sub-contractors' employee who works on this Contract to ensure that the Contractor or Sub-contractor is complying with the Contractor Immigration Warranty. Contractors 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 Contractor and any subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Sub-contractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor 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 Contractor 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 Contractor or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

25. 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.

26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
27. Israel: Firm 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.
28. 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:
 3. The forced labor of ethnic Uyghurs in the People’s Republic of China
 4. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 5. 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.

29. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 1. The Firm 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.

30. In the event of a discrepancy between this Agreement and Exhibit “A”, this Agreement shall control over Exhibit “A”.
31. 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: 27th day of October, 2025

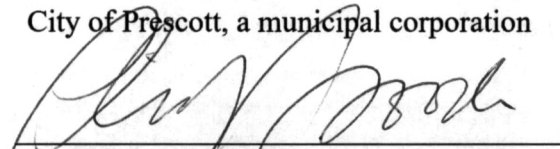
IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

GH2 Architects, LLC



(Authorized Signature)

City of Prescott, a municipal corporation



Philip R. Goode, Mayor

By: Robert Wadsack
(Printed Name)

Title: Principal, Architect

Email: rcw@gh2.com

ATTEST:



Sarah M. Thornhill, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

EXHIBIT "A"

FORM A – SOLICITATION RESPONSE COVER SHEET



Solicitation Response

Rodeo/Fairgrounds Master Plan

Please note all that apply:

- Addenda Number(s) Received (if any) .1. 2.....
- Original Forms A through F
- Flash Drive

Business Name: GH2 Architects, LLC

Business Address: 1375 North Scottsdale Rd, Suite 180
Scottsdale, Arizona 85257

Business Phone: (480) 699-1945

Business Contact: Robert Wadsack

Contact Email: rcw@gh2.com

Firm/Company Comments: GH2 Architects, LLC (GH2 Equine Architects) is thrilled to learn about the City of Prescott's exciting venture into creating a new master plan for the World's Oldest Rodeo. Enclosed below is our response to your request for proposals, offering a glimpse into our firm's relevant experience and the strong team of local and equine specialty professionals that will be working on this master plan, should you choose to work with our firm. Thank you very much for your consideration, please feel free to reach out to us at any time should you require additional information.



GH2 Equine Architects is a dedicated specialty practice of GH2 Architects, LLC—an award winning, international architecture and planning firm, creating transformative design since 1973.

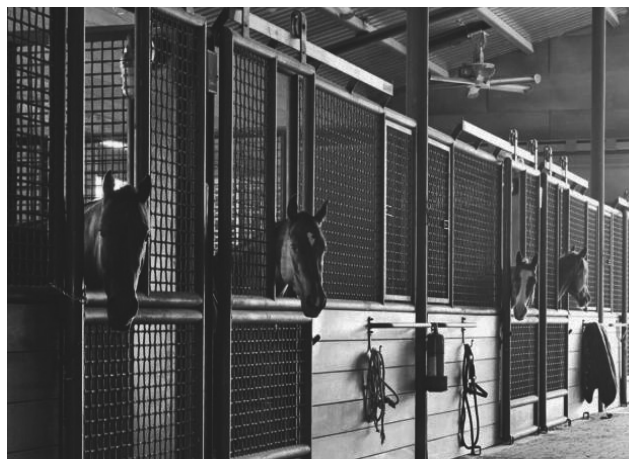
Passionate about horses and animal care facilities, our nationwide staff have master planned and designed many of the finest equine amenities across five continents. We have raised the level of sophistication, functionality, safety and efficiency of equine and livestock facility master planning and design worldwide.

Our equine project experience ranges from highly technical surgical centers and bio-isolation stables to Class I racetracks and equine event centers to personal training, breeding, boarding and recreational facilities.

We are not only architects, but we are also active equestrians and facility users. Our passion provides further interaction and feedback from fellow users and industry leaders. We, in turn, pass those insights and knowledge on to their clients. GH2's project experience and personal involvement within the equestrian industry remains unmatched.

PROJECT TYPES

- Rodeo Grounds | Fair Grounds
- Polo and Equestrian Clubs
- Private Equestrian Estates
- Breeding Farms | Training Farms
- Horse Parks | Therapeutic Riding Centers
- Equine Therapy / Rehabilitation
- Show and Event Venues
- Equestrian Lifestyle Communities
- University Equine Facilities



GH2's office in the Valley is located on Scottsdale Road and McDowell in Scottsdale. Our national team of dedicated professionals provides in-house architecture, interior design and landscape architecture services and several special skills such as master planning and cost estimating on behalf of our diverse client base.



KALA ADE, AIA

Principal | Equine Practice Director | Senior Architect

14 years of experience | 13 years with GH2

Master of Architecture and Equine Science Certificate
Kansas State University

Professional Affiliations

North American Six-Horse Hitch Classic Series | member

Belgian Draft Horse Corporation | member

- ◆ National Western Center - Campus master plan and design guidelines
- ◆ Tulsa Expo Square Fairground improvements, including new Bronco Barn equine facility
- ◆ Park of East Texas master plan
- ◆ Texas A&M Equine Initiative master plan
- ◆ Dickinson State University Agriculture Building & Rodeo Arena
- ◆ Riverlands Equestrian Facility British Columbia, CA
- ◆ Kansas State University Animal Science Arena
- ◆ Florida Horse Park comprehensive master plan
- ◆ Bell County Expo Livestock/ Equestrian Center
- ◆ Central Arkansas Fairplex | Saline County
- ◆ City of Salisaw - New Multi-Purpose Arena
- ◆ Casey Jones Park Rodeo master plan Elizabeth, CO
- ◆ Pebble Beach Equestrian Center master plan



ROBERT WADSACK, AIA, LEED AP, ALEP

Principal-in-Charge | Arizona Office Manager | Senior Architect

18 years of experience | 9 years with GH2

Registered Architect
Arizona

Bachelor of Architecture Minor in Construction Science
University of Oklahoma

Master of Science, Civil Engineering
College of Engineering
Oklahoma State University

LEED Accredited Professional | United States Green Building Council

- ◆ City of Mesa - "The POST" Historic Post Office rehabilitation
- ◆ Maricopa County - Early Childhood Education Center Library Distribution Center current On-Call contract
- ◆ City of Mesa - current On-Call contract with multiple ongoing projects
- ◆ City of Phoenix Neighborhood Services Department current On-Call contract
- ◆ City of Avondale, AZ Small Business facade improvements
- ◆ City of Mesa Red Mountain Park expansion
- ◆ Gila County Fairgrounds Electrical Assessment
- ◆ Humboldt Unified School District Mountain View Elementary School Weatherization Granville Elementary School Weatherization and Roof Replacement Pronghorn Middle School Weatherization
- ◆ Creighton Elementary School District Main Distribution Frame (MDF) renovation
- ◆ City of Coolidge - On-Call contract



MARTHA MITCHELL, RA, LEED AP

Senior Architect

32 years of experience | 4 years with GH2

Master of Architecture
University of Utah

Bachelor of Architecture Bachelor of Science, Philosophy
University of Utah

ASSIST, Inc. Community Design Center board member, 2015 - present

- ◆ Oklahoma State University Botanic Garden Education Center
- ◆ Kansas State University Equine Performance Testing Center Animal Science Arena
- ◆ Linn-Benton Community College Agricultural Education Center
- ◆ Ohio State University College of Veterinary Medicine Equine Performance Evaluation Clinic
- ◆ Southeastern Oklahoma State University Rodeo & Agricultural Expo Center
- ◆ Pebble Beach Equestrian Center master plan
- ◆ City of Cleveland, OH Mounted Police Stables
- ◆ Dickinson State University Rodeo Arena
- ◆ Sterling Silver Stables Private Farm
- ◆ New Veteran's Hospital (VHiT) | Tulsa
- ◆ Cherokee County Animal Science Arena & Livestock Arena



JAMIE PRASHAW, AIA, EDAC, LEED AP BD+C

Associate Principal | Senior Architect

18 years of experience | 6 years with GH2

Master of Architecture
Univ. of Colorado Denver

Bachelor of
Environmental Design
Univ. of Colorado Boulder

Fear Free certified
design professional

Professional Affiliations

American Quarter Horse
Association member
US Hunter Jumper Association
US Equestrian Federation

- ◆ Dickinson State University
Agriculture Building & Rodeo Arena
- ◆ Kansas State University Animal
Science Competition Arena & Horse Unit
- ◆ Kansas State University
Equine Performance Testing Center
- ◆ Tulsa Expo Square Fairground
improvements, including
new Bronco Barn equine facility
- ◆ Herman Ranch and Equestrian
master plan | Bartlesville OK
- ◆ Sundance Ranch | Mabank, TX
- ◆ Adams County, CO
Regional on-call contract
- ◆ Private Client
Colorado Ranch master plan
- ◆ Pebble Beach Equestrian
Center master plan
- ◆ Casey Jones Park Rodeo master plan
Elizabeth, CO
- ◆ Southwest Sport Horses | Cleveland, TX
- ◆ Hardaway Veterinary Hospital
new facility - Bozeman, MT



ANDREW COLBERT, AIA

Associate Principal | Project Architect

15 years of experience | 4 years with GH2

Registered Architect
Arizona

Master of Architecture
University of
Wisconsin-Milwaukee

Bachelor of Architecture
Southern Illinois University

- ◆ Maricopa County -
Early Childhood Education Center
Library Distribution Center
current On-Call contract
- ◆ City of Mesa - "The POST"
Historic Post Office rehabilitation
- ◆ City of Mesa - current On-Call contract
with multiple ongoing projects:
City Plaza 5th Floor renovation
Restaurant Incubator conceptual design
- ◆ Red Mountain Park expansion
EMSC Customer Service improvements
- ◆ City of Coolidge - On-Call contract
- ◆ City of Surprise - On-Call contract
- ◆ City of Phoenix Neighborhood Services
Department current On-Call contract
- ◆ Queen Creek Unified School District -
Eastmark Preschool
- ◆ Industrial Developers of Oklahoma
Multiple tenant improvements and new builds



OLIVIA HUPY, RA

Project Architect

8 years of experience | 7 years with GH2

Bachelor of Architecture
Oklahoma State University

Oklahoma State University
Equestrian team member

- ◆ National Western Center - Campus
master plan and design guidelines
- ◆ Kansas State University
Animal Science Arena
Equine Performance Testing Center
- ◆ Tulsa Expo Square
Fairgrounds improvements
new Bronco Barn equine facility
- ◆ Montana State University
Livestock master plan
- ◆ Kirkwood Community College
Equestrian Center
- ◆ Oklahoma State University
Dairy Robotic Milking Parlor;
Dairy Center | Helms Hall;
Botanic Garden Education Center
- ◆ Ohio State University
College of Veterinary Medicine
Equine Performance Evaluation Clinic
- ◆ Southeastern Oklahoma State University
Rodeo & Agricultural Expo Center
- ◆ Pebble Beach Equestrian Center
master plan
- ◆ City of Salisaw - new Multipurpose Arena

ORGANIZATION CHART



Architecture | Interior Design | Landscape Architecture | Master Planning | Cost Estimating



SUB-CONSULTANTS



Civil Engineering

At Kimley-Horn, one of the nation's premier engineering, planning, and design consultants, our professionals are experts in many disciplines yet share one passion: making our clients successful. We combine creative yet practical solutions, a sense of urgency, and a focus on bottom line value to meet your specific project needs.



Structural Engineering

Meyer Borgman Johnson (MBJ) is a multi-specialty structural design practice structuring places that shape lives. With 65+ years of experience, our structural services include structural design and analysis, construction documents, field observation, feasibility studies, special inspections, condition surveys, forensic assistance, and others.



Mechanical | Electrical
Plumbing Engineering

KCL Engineering specializes in delivering mechanical, electrical, plumbing, and technology design services through an innovative consulting engineering model. We prioritize building strong client relationships and delivering high-quality projects through rigorous design and review processes with over 80 qualified professionals.



Community Engagement

BetaPr specializes in providing public involvement services for public sector infrastructure improvements projects across the Southwest. From stakeholder groups, property owners and residents, to business owners, homeowner's associations and beyond, we understand that making a connection drives success.



Economic Feasibility

CSL brings experience from over 2,000 prior engagements to the planning phases of your project. Our consultants will thoroughly and effectively evaluate the various market demand, program planning, financial, economic, funding and other factors that will determine short and long-term success.

CASEY JONES PARK RODEO ARENA

MASTER PLAN

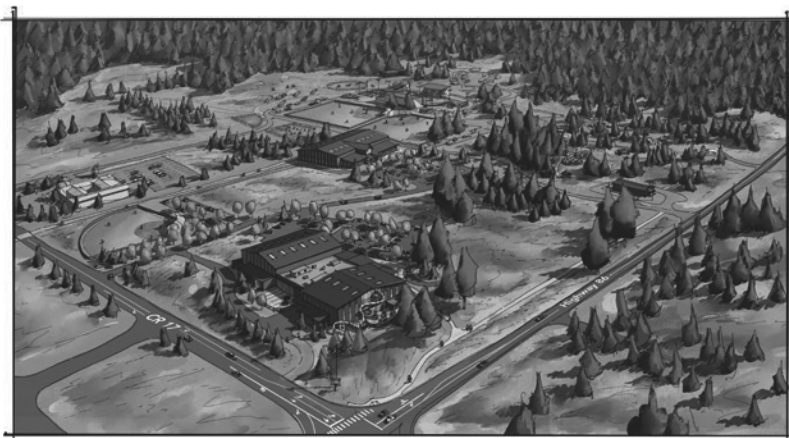
Owner: Michael Barney, Director | mike@elizabethpr.com | 303.646.3599

Size: 10 acres

Budget: \$11,500,000 (est.)

Scope: Programming, Master Planning and Conceptual Design

GH2 was part of a team of architects, landscape architects and civil engineers that developed a comprehensive master plan for the Casey Jones Park, including rodeo and equestrian facilities, campground, recreation center, field house and dog park. GH2 focused on the rodeo and equestrian facilities including a new arena designed to meet PRCA requirements for all rodeo activities. The facility includes a full barrel racing pattern and fences designed for rough stock. The new back pens are designed for six rough stock chutes, as well as optimal pen and alley configuration. The new grandstands are sized to include 3,500 seats, including a 150 seat VIP area. Under the concrete grandstands, the design also includes restrooms, concessions and storage. Also included in the design are a new warm-up arena and a 20-stall barn for temporary housing. Casey Jones Park is just off a state highway in Colorado in the residential community of Elizabeth.



WICKENBURG RANCH | ARIZONA

EQUESTRIAN CENTER MASTER PLAN

Owner: Jeffrey Davis, M3 Companies | 928.771.0411 | jdavis@m3comp.com

Size: 23 acres

Budget: \$6,717,996 (est.)

Scope: Programming, Master Planning and Conceptual Design

This new equestrian boarding and event facility is a major lifestyle amenity within a 1,600-acre residential development in Wickenburg, Arizona. The site is located near a large mesa and facilitates an open turf area for family recreation and fishing. The equestrian facility provides a 180 ft x 385 ft covered arena with cattle pens, roping boxes and chutes, ideal for roping practice and competitions. A clubhouse/rider's center faces the arena to facilitate viewing of the arena by spectators. The barn is connected to the arena by covered walkways and two courtyards and is unique with a square courtyard in the middle. Each side of the barn has 20 stalls with tack rooms, wash/groom areas, and feed utility rooms located at each corner of the barn. Located near the barn are two 60 ft diameter round pens and trailer parking for easy access for transporting horses. A 120' covered round pen is located near the arena and is surrounded by cattle pens. A 150 ft x 300 ft outdoor arena equipped with a covered cattle working area provides an outdoor option for roping practice and riding. Turnouts are placed as a buffer between the equestrian facility and the housing lots.



TULSA COUNTY EXPO SQUARE MASTER PLAN AND RODEO FAIRGROUNDS

Owner: Amanda Blair, Chief Operating Officer | ablair@exposquare.com | 918.744.1113

Size: ~28 acres

Budget: \$18,800,000

Scope: Master Planing, Architecture, Interior Design, Landscape Architecture, Construction Administration

Originally built in 1966 featuring the iconic 76-foot-tall Golden Driller, the Tulsa County Expo Square is located in the heart of Midtown Tulsa. Following the passage of the VisionTulsa citywide bond issue, Expo Square expanded and renovated their current facilities. GH2 provided programming, planning, design and construction administration services for a new equine facility, event plaza, signage and event stage for the Fairgrounds..

The nearly 129,000-square-foot equine facility sits along the side of the Fair Meadows racetrack and contains 384 Slide-N' Glide style stalls aiding in an efficient turn-over between events. A 100' x 200' arena, that will also function as a saddling paddock during race season, will be connected to the track and to the adjacent Super Duty Arena. Two stories of multi-purpose event space will have direct views out onto the track, new plaza and into the arena/saddling area, with fully equipped concessions. Patrons also have easy access to teller and wagering booths from both the inside and the outside of the facility.

Expo Square regularly hosts events and is surrounded by suburban residential communities as well as a shopping plaza directly to the east.



KANSAS STATE UNIVERSITY COMPETITION ARENA & RESEARCH UNIT MASTER PLAN AND RODEO ARENA

Owner: Rosanna Carvalho, AIA, CEFP, Director of Project Management | rcarvalho@ksu.edu | 785.532.1732

Size: 76,507 sf

Budget: Phase 1 Construction Cost = \$20,700,000

Scope: Conceptual Design, Architecture, Interior Design

The first part of KSU's new facility enhancement includes a new Competition Arena adjacent to the Stanley Stout Center, K-State Rodeo facilities and the outdoor Burtis Arena, all located on the newly renamed street, Animal Science Gateway. The addition of the Competition Arena to the Animal Science Gateway area will further enhance the academic programs at K-State that prepare students for work in the agriculture industry.



The new Competition Arena will also provide a safe and efficient environment to host events such as the annual Collegiate Rodeo – a fundraiser event that is put on by and benefits the student members of the K-State Rodeo Club. Classroom and flexible animal exhibition holding pens and equipment will support multi use educational experiences. This facility will have the capability to support external and/or adult animal events from a statewide, regional, and perhaps national perspective as scheduling allows, increasing the exposure of K-State to its stakeholders. This facility, when combined with the surrounding facilities, will truly create a hub for ASI and a destination for current and future students, and our stakeholders from Kansas, the region, and nationally.

FIRM EXPERIENCE AND CAPABILITY FOR WORK

CITY OF PRESCOTT, ARIZONA

EQUESTRIAN EVENTS CENTER MASTER PLAN

Owner: Unavailable

Size: 170 acres

Budget: \$40,000,000 (est.)

Status of Completion: Economic Feasibility & Impact Study, Master Planning and Conceptual Design

The new Prescott Multi-Use Equestrian Events Center was developed on a "postcard-perfect" 170-acre site between Prescott's historic downtown tourist area, the airport, and a new extension of Highway 89. GH2



Architects designed the facility which included a climate-controlled main events arena with stadium seating for 3,400 spectators, 12 luxury suites seating 240, a full-service restaurant and club overlooking the main arena, outdoor arena, and staging areas. The outdoor arena has covered seating for 2,000 and each of the suites is provided with outdoor arena seating decks. The main and outdoor arenas share a central spectator services concourse and lower level exhibitor service/livestock holding areas, and have direct access under the spectator seats between both arenas.

This large complex also includes livestock/horse barns for up to 580 horses, two indoor staging arenas, two practice arenas, maintenance service barns, polo/eventing field, Olympic cross-country jump course, RV park, a banquet/conference facility with a 1500 person capacity, administration offices and ticket booths, a hotel site, and other amenities which make this a world-class facility.

REFERENCES

ZAC KOCEJA, PLA

Project Manager, Engineering
City of Mesa
480.644.4687
zac.koceja@mesaaz.gov

JEANNETTE ARNTZEN

Director of Purchasing
Humboldt Unified School District
928.759.4014
jeannette.arntzen@humboldtunified.com

ERIC BARCON

Public Works Capital Project Mngr
Maricopa County
602.506.6476
eric.barcon@maricopa.gov

MICHAEL BARNEY

Director
Casey Jones Park
303.646.3599
mike@elizabethpr.com

JOHN GILBERTSON

Fleming Construction Co.
918.627.7800
jgilbertson@flemingbuidlingco.com

AMANDA BLAIR

Chief Operating Officer
Tulsa County Expo Square
ablair@exposquare.com
918.744.1113

MONICA DAVIS

Senior Director, Construction
& Facilities Planning
Kirkwood Community College
203.858.9439
monica.davis@kirkwood.edu

PAUL T. CABLE

Statewide Project Manager
Kentucky State Fair Board
502.382.7817
paul.cable@ky.gov

DON MONTGOMERY

Facilities Planning
and Construction Department
Texas A&M University
979.458.7052
donald.montgomery@tamus.edu

ROSANNA CARVALHO, AIA, CEFP

Director of Project Management
Kansas State University
785.532.1732
rcarvalho@ksu.edu

KEVIN MCCOY

Executive Director of Operations
Kentucky Exposition Center
502.367.5000
kevin.mccoy@kyvenues.com

MARK DULUK

Architecture Design
City of Cleveland, OH
216.664.2584
mduluk@clevelandohio.gov

FIRM EXPERIENCE AND CAPABILITY FOR WORK

PROJECT INCEPTION | GH2 Architects is eager to partner with the City of Prescott to develop a comprehensive and forward-thinking Master Plan for the historic Prescott Rodeo/Fairgrounds. Our approach is deeply rooted in collaboration, community engagement, and a commitment to transforming challenges into opportunities. We understand the unique blend of history, community significance, and functional needs that define this site, and we are prepared to deliver a plan that keeps the history of the World's Oldest Rodeo intact while keeping the growing community of Prescott residents at the forefront of our considerations.

PUBLIC ENGAGEMENT / VISIONING + ALIGNMENT – Stakeholder Input and Design Charettes

Our approach to public engagement is predicated on active listening and inclusive participation, as aided by our public engagement and economic feasibility subconsultants, Beta PR and CSL respectively. We recognize that the success of this Master Plan hinges on understanding the diverse needs and concerns of all stakeholders.

We will facilitate focused meetings with each identified group, including:

- ◆ Adjoining Neighborhoods: Dedicated sessions will address critical concerns regarding noise, light pollution, and traffic congestion during events.
- ◆ Prescott Frontier Days, Inc. (PFD): We will work closely with the PFD leadership (Mr. Jim Brown, General Manager, and Ms. Kymberli Lopez, President) to understand their operational needs, historical perspectives, and aspirations for the Rodeo/Fairgrounds.
- ◆ City Departments: Collaboration with relevant City departments will ensure alignment with broader City initiatives, infrastructure capabilities, and regulatory requirements.
- ◆ Other Site Users: We will engage with the University of Arizona (UofA) Extension Office (Mr. Matt Halldorson, Director), Auto Club, and County Fair organizers to understand their current facility usage, desired improvements, and future growth needs. Specifically, the UofA's interest in a teaching kitchen alongside PFD's commercial kitchen will be explored for integrated solutions.
- ◆ Chamber of Commerce Board of Directors: Input from the business community will inform economic development opportunities and visitor experience enhancements.
- ◆ Open Community Meetings & Council Presentations: We commit to conducting up to three highly interactive meetings, utilizing visual aids and real-time feedback mechanisms to ensure broad public participation.

A critical first step will involve a comprehensive review of all prior plans and studies related to the site (should the City allow), ensuring historical context is maintained and past efforts are leveraged where appropriate.

PROJECT CONTEXT / SITE ASSESSMENT – Our site assessment will be rigorous and comprehensive, forming the factual bedrock for all subsequent design decisions. Some of these pending decisions and improvements were made clear during the site visit, and in particular these features seemed to be most pressing:

- ◆ Barn A & Lot West of Barn A: We will assess their current storage usage and facilitate planning for their future uses once vacated by the City.
- ◆ Barn B: Given its proneness to flooding and current dilapidated state, we will recommend its removal and explore alternative programmatic uses for this area, including improved VIP parking.
- ◆ Cowboy Bathrooms: The poor conditions and consistent sewer line backups will be a priority for immediate improvement or complete replacement, including re-evaluation of the sewer line routing.
- ◆ Historic Grandstands (constructed in 1913): We will document their structural integrity, vegetation overgrowth, and safety concerns, proposing strategies for preservation or feasibility for future use.
- ◆ Current Grandstands: We will assess the structural integrity, seating comfort, capacity (3,000+), and the condition of the cantilevered steel canopy. Modernization options will be explored.
- ◆ Rodeo Offices: The noted evidence of settlement and dated appearance will trigger a structural and functional assessment to determine renovation or replacement needs.

- ◆ Room Below Rodeo Offices: This potential location for the commercial/teaching kitchen will be thoroughly evaluated for its suitability, access, and infrastructure.
- ◆ Security/First Aid Booth: Its poor positioning will be addressed, and recommendations for a more strategic and functional location will be provided.
- ◆ Dee Pardee Building & Freeman Building: We will assess the existing swamp coolers and incorporate recommendations for modern HVAC systems, aligning with PFD's desires.
- ◆ Prescott PD Evidence Building: We will confirm its impending vacancy and plan for its adaptive reuse.
- ◆ Stables: The need for a complete redesign, addressing awkward gate openings and slope issues, will be a key focus, handled by the breadth of our equine practice, which has experience building stables around the country.

Natural Impacts and Usable Acreage Determination: We will identify and map natural constraints such as rock outcroppings, open space designations, flood plains (including natural springs in/near the grandstands), stormwater runoff patterns, and soil conditions. This analysis will be crucial in accurately determining the usable acres within the 43-acre site.

ADA Accommodation Assessment: A detailed audit of all existing facilities and access routes will be conducted to identify deficiencies in ADA compliance. This will include, but not be limited to, the ADA parking on Rodeo Drive, ensuring not only accessible parking but also an accessible route to all amenities.

ARCHITECTURAL VISION AND MASTER PLAN DEVELOPMENT – Utilizing the Pre-Design Investigation materials gathered and produced by the team, we will develop 2-3 preliminary overall master plan concepts which will be refined during the process into one preferred master plan which will show proposed new facilities, amenities and features listed in the project scope. The master plan will include:

- ◆ Site boundaries and constraints
- ◆ Roads, drives, parking and service areas
- ◆ Project phasing concepts
- ◆ Locations for the proposed structures/facilities
- ◆ Natural features of the site
- ◆ Basic explanatory notes and project information



Concurrent with the development of the Master Plan options, we will develop single line floor plan diagrams that will consist of basic “thumbnail” sketches or diagrams of possible layouts for the program components identified. These diagrams will show basic functionality and will help determine a conceptual footprint for the proposed facilities on the master plan and will be further refined during Concept Design phase.

The design team will conduct a Presentation of the Architectural Program and Master Plan to Town Council, Town Commissions, and other stakeholder groups as requested by Prescott and PFD.

FINAL SUBMITTAL AND PRESENTATION – The culmination of our efforts will be a comprehensive and actionable Master Plan, presented in a clear, compelling, and professional manner. A professionally prepared document will combine the final design drawings with a detailed narrative explaining the design rationale, programmatic elements, and overall vision for the Rodeo/Fairgrounds. Based on the elements identified in the Final Master Plan, we will provide a conceptual-level opinion of probable costs. This will be a "rough order of magnitude" estimate, providing the City with a foundational understanding of the financial commitment required. We will research and provide a list of potential funding avenues, including grants, public-private partnerships, and other innovative financing strategies, to assist the City in realizing the Master Plan.

SCHEDULE AND PRICE

DURATION	ACTIVITY
<i>Kick-off of Pre-Design Activities — 1 Day</i>	
1 Day	Virtual Kick-Off Coordination Meeting
<i>Project Context / Site Assessment — 3 Weeks</i>	
1-2 Days	Current State Operations and Facility Assessment
3 Weeks	Develop existing conditions base drawings, prepare executive summary report
<i>Public Engagement / Visioning + Alignment — 3 Weeks</i>	
1-2 Days	Project Visioning and Alignment Workshop - Community Meeting #1
3 Weeks	Prepare executive summary report and prepare for programming interviews
<i>Program Development — 5 Weeks</i>	
1-2 Days	Programming Interviews with Stakeholders - Community Meeting #2
3 Weeks	Design team document interview notes, preliminary construction cost estimate
1 Day	Meeting to present draft program and preliminary cost estimate summary
2 Weeks	Refine program and preliminary construction cost estimate summary
<i>Architectural Vision and Master Plan Development — 6 Weeks</i>	
1 Day	Architectural Visioning - Community Meeting #3
3 Weeks	Develop design/materials for next meeting
1 Day	Architectural Vision Meeting
3 Weeks	Development of Report/Presentation of Final Master Plan Design with Narrative



Scan QR Code for a more detailed project timeline!

Optional Additional Service:

Once a master plan has been developed, CSL International has offered options of different scope and pricing for the City to consider:

- ◆ Economic Impact Study = \$60,000
- ◆ High-Level Guidance = \$30,000

Scan QR code for more details.

GH2 has based our fee proposal on the Request for Proposals (“RFP”) for Architecture & Engineering Services and received on May 18, 2025. The Project includes design of a master plan for rodeo/fairgrounds for the City of Prescott, located at 531 Fairgrounds Ave, Prescott, AZ 86305. We have based our fee proposal upon the scope of the services outlined in the RFP as well as the preliminary site visit on June 3, 2025.

Our proposed stipulated sum fee is one hundred forty five thousand five hundred and fifty nine dollars (\$145,559) for services for master plan design.

STANDARD HOURLY RATES

Principal	\$250.00	Landscape Designer II	\$122.00
Specialty Practice Leader	\$230.00	Landscape Designer I	\$115.00
Associate Principal	\$202.00	Interior Designer III	\$162.00
Sr. Project Manager / Sr. Architect	\$194.00	Interior Designer II	\$152.00
Project Manager	\$168.00	Interior Designer I	\$132.00
Architect III	\$175.00	Interior Design Intern III	\$129.00
Architect II	\$162.00	Interior Design Intern II	\$122.00
Architect I	\$141.00	Interior Design Intern I	\$115.00
Intern Architect III	\$132.00	Construction Administration Specialist	\$151.00
Intern Architect II	\$132.00	Construction Cost Specialist	\$132.00
Intern Architect I	\$124.00	Draftsman III	\$132.00
Landscape Architect III	\$162.00	Draftsman II	\$124.00
Landscape Architect II	\$152.00	Draftsman I	\$116.00
Landscape Architect I	\$132.00	Graphic Designer	\$106.00
Landscape Designer III	\$129.00	Administrative	\$94.00
		Clerical	\$79.00

FORM C – BID CERTIFICATION



Rodeo/Fairgrounds Master Plan

Company Name: GH2 Architects, LLC

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
<u>Addendum Number One</u>	<u>June 10, 2025</u>
<u>Addendum Number Two</u>	<u>July 17, 2025</u>


C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form C – Bid Certification
3. Form D – Certificate of Non-Collusion
4. Form E – Certificate of Ownership
5. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this 24th day of July 2025.



 Signature

(480) 699-1945

 Phone Number

Robert Wadsack

 Written Name

rcw@gh2.com

 Email Address

City of Prescott Public Works Department

Gwen

Rowitsch

Digitally signed by Gwen Rowitsch
Date: 2025.06.11 10:56:20 -07'00'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

GH2 Architects, LLC

Company Name



Signature of Company Official

July 24th, 2025

Date

City of Prescott Public Works Department

Gwen
Rowitsch

Digitally signed by Gwen
Rowitsch
Date: 2025.07.17 10:56:54
-07'00'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

GH2 Architects, LLC

Company Name



Signature of Company Official

July 24th, 2025

Date

FORM D – CERTIFICATE OF NON-COLLUSION



Rodeo/Fairgrounds Master Plan

Company Name: GH2 Architects, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 24th day of July 2025.

(480) 699-1945

Signature

Phone Number

Robert Wadsack

rcw@gh2.com

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Rodeo/Fairgrounds Master Plan

Company Name: GH2 Architects, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 24th day of July 2025.

Signature

(480) 699-1945
Phone Number

Robert Wadsack
Written Name

rcw@gh2.com
Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Company Name: GH2 Architects, LLC

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 1 to this Bid Form F, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three (3) clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services.

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder’s Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates,

statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 24th day of July _____ 2025.



Signature

(480) 699-1945

Phone Number

Robert Wadsack

Written Name

rcw@gh2.com

Email Address

Project Schedule

Project Name: Prescott Fairgrounds Master Plan
 Project #: 20250158
 Sept 9, 2025



Activity Name	Start Date	Finish Date	2025												2026																							
			Oct			Nov			Dec			Jan			Feb			Mar			Apr			May			Jun											
			05	12	19	26	02	09	16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	29	05	12	19	26	03	10	17	24	31	07	14	21		
Pre-Design Activities	10/7/25	10/7/25	[Task bar from Oct 5 to Oct 5]																																			
Kick-off Coordination Meeting	10/7/25	10/7/25	[Milestone diamond at Oct 7]																																			
Project Context	10/14/25	11/7/25	[Task bar from Oct 14 to Nov 7]																																			
Current State Operations and Facility Assessment	10/14/25	10/14/25	[Milestone diamond at Oct 14]																																			
Current State Documentation	10/20/25	11/7/25	[Task bar from Oct 20 to Nov 7]																																			
Visioning and Alignment	11/10/25	12/10/25	[Task bar from Nov 10 to Dec 10]																																			
Project Visioning and Alignment Workshop with Steering Committee	11/10/25	11/14/25	[Task bar from Nov 10 to Nov 14]																																			
Community Meeting #1	11/10/25	11/14/25	[Task bar from Nov 10 to Nov 14]																																			
Prepare Draft and Prepare Programming Interviews	11/17/25	12/5/25	[Task bar from Nov 17 to Dec 5]																																			
Review Meeting	12/10/25	12/10/25	[Milestone diamond at Dec 10]																																			
Program Development	12/15/25	1/30/26	[Task bar from Dec 15 to Jan 30]																																			
Program Interviews with Stakeholders with Steering Committee	12/15/25	12/19/25	[Task bar from Dec 15 to Dec 19]																																			
Programming Interviews with Stakeholders - Community Meeting #2	12/15/25	12/19/25	[Task bar from Dec 15 to Dec 19]																																			
Developing Draft Program and Preliminary Construction Cost Estimate Summary	12/22/25	1/9/26	[Task bar from Dec 22 to Jan 9]																																			
Meeting to present Draft Program and Preliminary Construction Cost Estimate Summary	1/12/26	1/16/26	[Task bar from Jan 12 to Jan 16]																																			
Refine Program and Preliminary Construction Cost Estimate Summary	1/19/26	1/30/26	[Task bar from Jan 19 to Jan 30]																																			
Issue Updated Program and Preliminary Construction Cost Estimate Summary for Review	1/30/26	1/30/26	[Milestone diamond at Jan 30]																																			
Architectural Vision and Master Plan Development	2/2/26	6/15/26	[Task bar from Feb 2 to Jun 15]																																			
Architectural Visioning Meeting with Steering Committee	2/2/26	2/6/26	[Task bar from Feb 2 to Feb 6]																																			

GH2 ARCHITECTS

September 8, 2025

Scott D. Balck
Capital Project Manger
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Sent via email to scott.balck@prescott-az.gov

RE: Rodeo/Fairgrounds Master Plan – Additional Services Scope of Work for CSL

Dear Mr. Balck,

As requested we are including further information on the additional services for the City of Prescott's consideration in our forthcoming master planning effort for the Prescott Rodeo/Fairgrounds project. The following would be performed by CSL, our economic feasibility consultant

- Economic Impact Study completed by CSL = \$60,000
 - Existing inventory of event space at the Prescott Rodeo and how those spaces are currently being utilized.
 - Opportunities for growing event activity and attendance levels and the extent to which this is possible, including:
 - Additional attendance and price points for admission, premium seating, food & beverage service, merchandise sales and other revenue streams.
 - Additional events that could be considered on dates outside of the Rodeo including other rodeo/roughstock events, equestrian/livestock shows, open riding or other private rentals, concerts/festivals and other such events.
 - Price sensitivity analysis through market research into various seating experiences and admission prices.
 - Market opportunities for generating incremental revenues through sponsorships, naming rights, advertising and other streams.
 - The impact on financial operations at the Rodeo, including a comparative analysis if multiple scenarios for development are considered.
 - Case study development of comparable rodeo venues, market research and other analysis to provide substantiation to recommendations for future development.
 - Includes all professional fees and expenses for three visits to Prescott over the course of the study.
- High-level guidance by CSL = \$30,000
 - One kick-off visit with stakeholder engagement meeting and virtual ongoing meetings with the client group
 - Limited market research of local market conditions
 - Competitive/comparable facility analysis and industry trends and characteristics to inform phasing recommendations and financial projections by CSL
 - Includes all professional fees and expenses for one site visit to Prescott for the kick-off and initial stakeholder engagement process.

Mr. Balck
September 8, 2025
Page 2 of 2

These additional services have been included in the proposed schedule if desired. Please let us know if you have any questions or if further information is needed.

Sincerely,
GH2 Architects, LLC

A handwritten signature in black ink, appearing to read 'Robert Wadsack', written in a cursive style.

Robert Wadsack, AIA
Principal
rcw@gh2.com

cc:
Project File
Kala Ade
Martha Mitchell