RESOLUTION NO. 2256

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A GENERAL SERVICES AGREEMENT FOR AIRPORT PLANNING SERVICES WITH COFFMAN ASSOCIATES, INC., FOR THE PURPOSE OF PROVIDING PROFESSIONAL AIRPORT CONSULTING SERVICES.

THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the General Services Agreement (Airport Planning Services) with Coffman Associates, Inc., attached hereto marked Exhibit "A" and the Addendum No. 1 thereto, attached hereto marked Exhibit "B", each of which is made a part hereof as though set forth in full at this point, be and are hereby approved in substantially the form as attached.

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute said General Services Agreement and Addendum No. 1 in substantially the form as each is attached.

Section 3. That the Town of Payson be and is hereby authorized to take such other and further actions as are necessary or appropriate to carrying out the intent of this Resolution Number 2256.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this _____ day of _____, 2007, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
F. Robert Edwards, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department
SIS:drs February 23, 2007 (12:11PM)
C:\MyFiles\Resolutions\2256 Approving Airport Consultant Agmt.wpd

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AIRPORT DEPARTMENT

TOWN OF Payson

303 N. Beeline Hwy
Payson, AZ 85541
928-472-4748
928-472-4749 - FAX
928-472-4260 - AWOS

MEMORANDUM

To: Mayor and Council Members
From: Ted Anderson, Airport Manager Ted
Cc: Fred Carpenter, Town Manager
Re: Recommendation for Airport Planning Services Consultant
Date: February 22, 2007

BACKGROUND

The FAA permits an airport owner/operator to retain a consultant for either architecture/engineering and/or planning services for a maximum of five years. Then the FAA requires the airport sponsor to advertise again, depending on project requirements, for the appropriate consultant services. The general services agreement for the current consultant, Z&H Engineering, Inc., expires in June 2007. Since their agreement would not continue through the timeframe for the Airport Master Plan update, staff decided to advertise for statements of qualifications for a consultant that would be with us for the entire master plan update. After projects have been identified in the master plan update, then staff would advertise for an architecture/engineering consultant to do those desired projects.

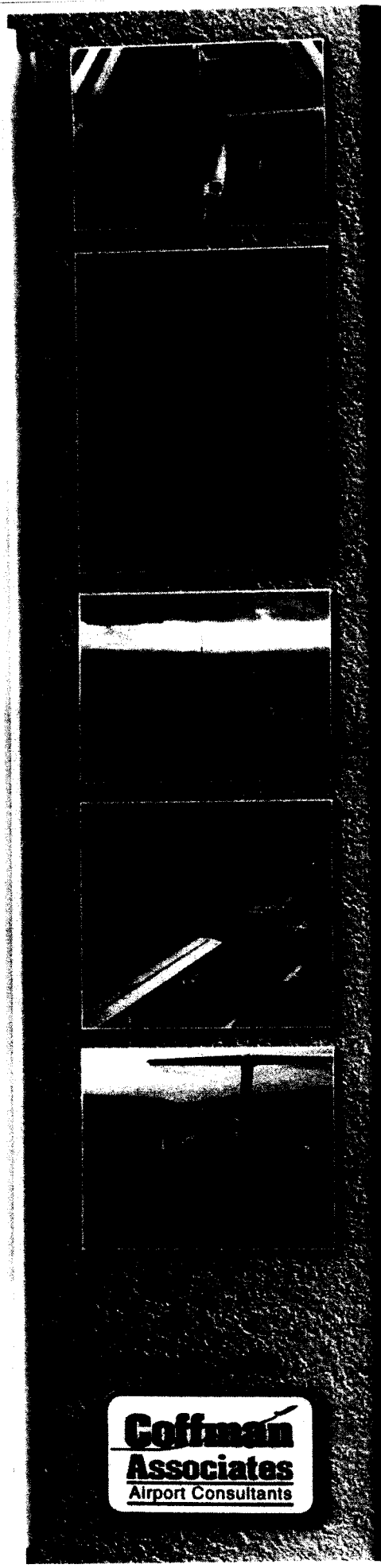
RECOMMENDATION

Toward the end of last year staff advertised for Statements of Qualifications from airport consultants to do the Airport Master Plan update. A total of five consultants responded to our advertisement. They were Armstrong Consultants, C&S Engineers, Crawford, Murphy & Tilley, Coffman Associates and Ulteig Engineers.

A planning services consultant selection panel was formed to evaluate statements of qualifications received from the five consultants. The panel started with five members and was reduced to four when one panel member dropped out. The panel members were Dick Mumma, Jim Garner, Fred Carpenter and Ted Anderson. The panel members met to discuss their respective ratings of each consultant. The panel unanimously recommended Coffman Associates to be the consultant for the airport master plan update. The Airport Advisory Committee at its January 30, 2007 also supported the panel's recommendation with a motion recommending to the Town Council that Coffman Associates be

awarded the general services contract for planning services to update the airport master plan. Several pages from Coffman Associates' statement of qualification packet are attached. They have extensive experience in completing airport master plans in Arizona and throughout the country.

Enclosures – As Stated.



Coffman Associates
Airport Consultants

BACKGROUND

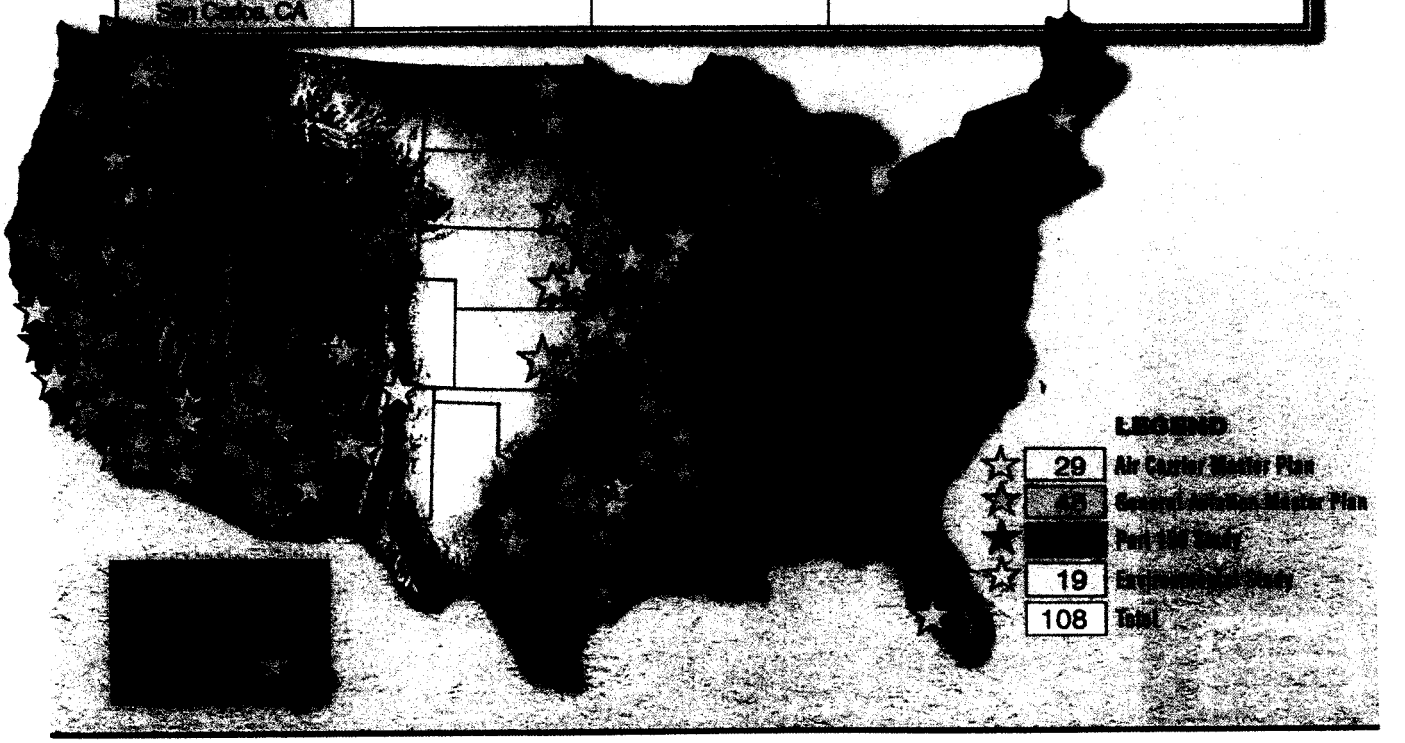
Coffman Associates is a specialized airport planning firm. The firm's work is limited to airport planning and associated environmental and noise studies. Therefore, the entire firm, its capabilities, and experience are directed at producing the most valuable master plan, noise compatibility and environmental studies obtainable in the industry. Coffman Associates has earned a reputation for excellence since its founding in 1979. The firm has developed this reputation one step at a time at airports across the United States.

Since our founding, Coffman Associates has been involved in over 500 airport master plans and 68 Part 150 Noise Compatibility Studies, in both areas this experience is more than any other firm during that same period. In addition, the firm has conducted more than 200 environmental assessments and hundreds of other specialized planning studies for airports. The map below illustrates the firm's master plan service to airports nationwide. The following pages also include our specific experience along with descriptions of our experience on air carrier master plans. References are listed in this section and we encourage you to contact them regarding our past service.

RECENT PLANNING EXPERIENCE

AIRPORT PLANNING PROJECTS IN THE LAST 5 YEARS

2002	2003	2004	2005	2006
Albuquerque, NM	Cedar Rapids, IA	Portland, ME	Sioux Falls, SD	Des Moines, IA
Saginaw, MI	Wichita, KS	Flagstaff, AZ	Imperial County, CA	Lake Havasu, AZ
Imperial County, CA	Grand Forks, ND	Palm Springs, CA	Bakersfield, CA	Lincoln, NE
Fargo, ND	Wenatchee, WA	Traverse City, MI	[illegible], AZ	Longview, TX
Modesto, CA	Dubuque, IA	Yuma, AZ	[illegible], AZ	Kona, HI
Redding, CA	Oxnard, CA	Johnston County, KS	[illegible], AR	Omaha, NE
Telluride, CO	Redmond, OR	Phoenix-Goodyear, AZ	[illegible], CA	[illegible], TX
[illegible], CA	San Luis Obispo, CA	Phoenix-Deer Valley, AZ	[illegible], CA	[illegible]
[illegible], TX	Hillsboro, OR	[illegible], CO	[illegible], TX	[illegible]
KC [illegible], MO	Jackson (Wichita), KS	[illegible], PA	[illegible], NC	[illegible]
[illegible], CA	[illegible], VA	[illegible], TX	[illegible], KS	[illegible]
[illegible], CA	[illegible], AR	[illegible]	[illegible]	[illegible]
[illegible], AR	Howard County, MD	[illegible]	[illegible]	[illegible]
[illegible], TX	Lake Wilson, MN	[illegible]	[illegible]	[illegible]
[illegible], TX	[illegible], CA	[illegible]	[illegible]	[illegible]
[illegible], TX	[illegible]	[illegible]	McKinney, TX	[illegible]
[illegible], TX	[illegible]	[illegible]	McKinney, TX	[illegible]
San Manuel, AZ	Palm Springs, CA	Double Eagle, NM	French Valley, CA	[illegible]
San Marcos, TX	KC Downtown, MO	Flagstaff, AZ	Double Eagle, NM	Laughlin, AZ
[illegible], AZ	Show Low, AZ	Oxnard, CA	Williams Gateway, AZ	Raton, NM
[illegible]	Wickenburg, AZ	Telluride, CO	Mount Pleasant, TX	Sioux Falls, SD
[illegible]	[illegible]	[illegible]	[illegible]	Wichita, KS
San Carlos, CA	[illegible]	[illegible]	[illegible]	[illegible]



PROJECT SCHEDULE

Coffman Associates has extended our capabilities beyond that of any other firm to make sure we can control every facet of our product. Our supporting CADD, computer graphics department, magazine report format, and in-house printing capabilities have all been put in place specifically to assure a quality and on-time product for our clients. Since on-time performance is also critical to our revenue base and cash flow, we have established weekly status checks on every project and have increased our staff size to make sure that we can meet every deadline.

Our service is designed to work within the time frame most comfortable or desirable to our clients. We try to anticipate the placement, time frame, and resulting requirements of review periods in the planning process so that they do not affect our continued production or schedule. We believe we can complete the required work within a 12-month time frame by setting a 10-month work schedule with one month review and one month for final documents as shown below. Our policy is to give our clients more than they expected in our contract. **A very important part of this policy is that we never request an additional fee from our clients for services in any way related to our contract.**

ESTIMATED PROJECT SCHEDULE FOR

Payson Municipal Airport Master Plan

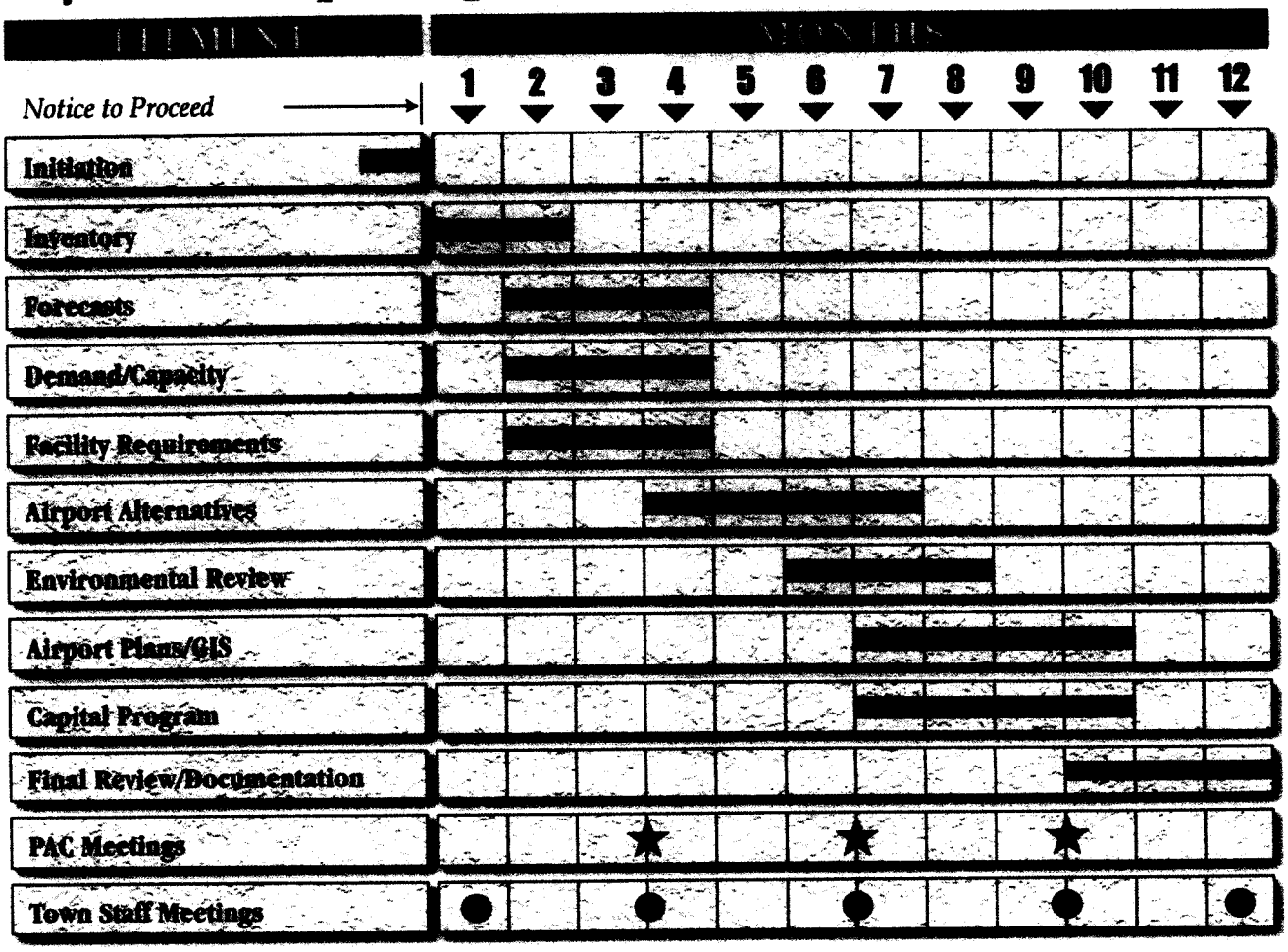


EXHIBIT "A"

to Resolution No. 2256

GENERAL SERVICES AGREEMENT (AIRPORT PLANNING SERVICES)

This Agreement, entered into as of this _____ day of _____, 2007, by and between:

TOWN OF PAYSON
303 N. Beeline Highway
Payson, AZ 85541

hereinafter referred to to as the **SPONSOR**

AND:

COFFMAN ASSOCIATES, INC.
4835 E. Cactus Road, Suite 235
Scottsdale, AZ 85254

hereinafter referred to as the **CONSULTANT**

FOR THE PURPOSE of providing professional airport consulting services for a full range of aviation development needs for the Town of Payson, including, but not necessarily limited to, airport master plan updates, environmental assessments, airport noise studies, land-use compatibility planning, participation in public information and community involvement programs related to airport development/planning projects, and general airport planning. Some of the anticipated projects during the period of this agreement include but are not limited to:

1. Airport Master Plan Update.
2. Acquire land for runway object free area, approach protection, and airport development.
3. Environmental studies related to airport related projects.
4. An expansion to Echo Apron.
5. New airport terminal building, airport offices, and automobile parking.
6. Other related projects identified in the airport master plan update.

THE SPONSOR AND CONSULTANT do hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant.** In consideration of the mutual promises contained in this Agreement, the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the Sponsor, in accordance with all the terms and conditions contained in this Agreement, including those contained in all attached Authorization of Services for specific projects, which by this reference are made a part of this Agreement.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, ADOT - Aeronautics Division, the Federal Aviation Administration (as specified under grant assurance 18(f)), and other sponsoring agencies, the services generally outlined below and specifically indicated in future Authorization of Services attached and/or incorporated by reference hereto. The Authorization of Services must be signed by the Sponsor and contain an estimate and/or cap of the fees associated with the services authorized. The Consultant is authorized to utilize the services of independent contractors, consultants, and subcontractors, when such services are warranted and agreed upon in writing by the Sponsor and if required, the FAA and ADOT.

(a) General Services. The Consultant shall render services as the Sponsor's professional airport consultant, giving consultation and advice as needed. The Consultant shall provide general project administration, fiscal planning and management services; including but not necessarily limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport maintenance and development projects.

(b) Planning and/or Feasibility Studies. For all services not covered under the above general services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid the Consultant for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of such an Authorization of Services.

1.3 **Responsibility of the Consultant.** The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Consultant under this Agreement.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subcontracts.** At the time subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor, the FAA (as specified under grant assurance 18(f)), and ADOT - Aeronautics Division, prior to entering into an agreement with a subcontractor. Consultant shall be responsible for the work of all subcontractors notwithstanding Sponsor's approval of the subcontractor.

1.6 **Time of Performance.** The general services of the Consultant shall be available on a continuous basis for a period of three (3) years commencing as of the date of this Agreement. Specific services outlined in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe specified in each Authorization of Services. It is understood that specific services, begun during the Time of Performance as outlined above, may require the services of the Consultant beyond the termination date of this contract, in which case, the provisions of this contract will remain in effect for the completion of that specific service.

1.7 **Renewal Option.** The Sponsor reserves the option to extend this contract, for a maximum of two (2) additional one year periods, upon the request of the Consultant. This request shall be submitted in writing to the Sponsor no less than thirty days prior to the expiration of the original three year term.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The annual fee for general services provided, including expenses, shall not exceed the amount of _____ Dollars ($0.00) and is exclusive of any Federal Aviation Administration (FAA) or Arizona Department of Transportation (ADOT) grant funds.

(a) General Services. Compensation for general services authorized by the Sponsor shall be based upon actual hours and expenses incurred by the Consultant. The Consultant and any of its subcontractors must provide certified hourly rate schedules which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a certified billing note for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, re-production of documents, and all purchases which become the property of the Sponsor. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during a period of no less than six months prior to the requested adjustment. A current hourly rate schedule is attached as Exhibit A. This schedule shall be in effect until December 31, 2007. Thirty Days prior to this date, and each expiration date, if renewed, a new rate schedule, if any, will be submitted to the Sponsor, and that rate schedule shall remain in effect until the expiration of the subsequent term of this Agreement, if renewed..

(b) Major Project Services. Compensation for services rendered by the Consultant that require a detailed work scope, extensive labor assignments or for work efforts that can be adequately estimated in advance, shall be negotiated with the Sponsor and formally agreed to utilizing an Authorization of Services amendment to this Agreement. An Authorization of Services shall include cost estimates by task and will result in a fixed fee for the service, unless otherwise specified. This fee will constitute full and complete compensation for services performed by the Consultant and/or its subcontractors.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

(a) General Services. For general services rendered through a written or verbal request from the Sponsor, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

(b) Major Project Services. For services rendered under an Authorization of Services, the Sponsor shall pay to the Consultant not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of the Authorization of Services. Requisitions for payment will be based upon the expenses actually incurred, and upon the Consultant's estimate of the services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports in accordance with terms specified by a negotiated scope of services, if applicable, which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of Arizona and/or Federal project grant application requirements.

2.4 **Billing Address.** All billing will be to the Airport Manager, Town of Payson, 303 N. Beeline Highway, Payson, AZ 85541.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices net upon receipt. Sponsor will pay Consultant within thirty (30) days of receipt of the invoice. However, for services eligible for federal or state funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at

such time as the necessary funds are received by the Sponsor pursuant to federal or state grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the Sponsor has the right to withhold payment on any invoice if the Sponsor believes that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, he must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date or receipt by the Consultant of the notification of change. For those projects utilizing FAA or ADOT funding, review by ADOT and/or FAA of any new, amendment to, extension or modification of an original Contract, Authorization of Services, Task Orders, etc., is required prior to execution.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill his contract obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. The parties acknowledge that this Agreement is subject to Arizona Revised Statutes § 38-511 and the provisions therein.

ARTICLE FIVE - ASSURANCES

5.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of the Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference as a part of this contract.

5.2 Nondiscrimination. The Consultant, with regard to this work performed during the contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers a program set forth in the Regulations, and shall not discriminate against any employee or applicant for employment on the grounds of race, color, sex, religion, creed, age, marital status, physical and mental disability, political affiliation, national origin, or ancestry.

5.3 Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. The Consultant agrees that any subcontractors and outside associates or Consultants required by the Consultant in connection with the services covered by this Agreement be subject to prior written approval of the Sponsor and FAA in accordance with Grant Assurance No. 18f.

5.4 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor or the FAA shall impose such contract sanctions as it or the FAA may determine appropriate, including, but not limited to --

(a) withholding of payments to the Consultant under the contract until the Consultant complies and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

5.5 Information and Reports. The Consultant shall provide all information and reports required by the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 Incorporation of Provisions. The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant

shall take such action with respect to any subcontract or procurement as the Sponsor, or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the FAA to enter into such litigation to protect the interests of the United States.

5.7 Breach of Contract Terms. Any violation or breach of the terms of this contract on the part of the Consultant or subcontractor(s) may result in the suspension or termination of this contract, or such other action which may be determined by the Sponsor to be necessary to enforce its rights under this agreement including, but not limited to, withholding compensation otherwise due under this agreement.

5.8 Suspension and Debarment. The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.9 Disadvantaged Business Enterprise (DBE) Assurances. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, if any, under this Agreement. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

5.10 Examination of Records. The Consultant agrees that duly authorized representatives of the Sponsor, and the Comptroller General of the United States, shall, until the expiration of five (5) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

5.11 Ownership of Documents and Other Data. In accordance with ADOT Grant Assurances, and/or FAA Grant Assurance 18e, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this Contract are to be and

remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the Sponsor as to the subsequent use of the plans or ideas incorporated therein, for the preparation of final construction drawings/plans. Furthermore, no project material prepared with AIP or ADOT funding shall be subject to copyright in the United States in accordance with FAA Grant Assurance 18d. The Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by other. The Consultant, for a period of three (3) years after completion of the project, agrees, to furnish and provide access to all retained materials upon request by the Sponsor.

5.12 Assurance regarding citizens or nationals of a foreign country. The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign county on the said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification, or that of a subcontractor, was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract, or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdictions of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

5.13 General Civil Rights Provisions. The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Consultant, or its transferee, for the period during which Federal assistance is extended to the airport, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein, or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the Sponsor or any transferee retains ownership or possession of the property. In the case of the Consultant, this provision binds the Consultant from the bid solicitation period through the completion of the contract.

5.14 Rights To Inventions. All rights to inventions and material generated under this contract are subject to regulations issued by the FAA and the Agency of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Agency.

5.15 Independent Contractor. All acts of Consultant, its agents, officers, employees, and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of Sponsor. Consultant, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of Sponsor. Consultant has no authority or responsibility to exercise any rights or power vested in the Sponsor. No agent, officer, or employee of the Sponsor is to be considered an employee of Consultant. It is understood by both Consultant and Sponsor that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of Sponsor.

Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to Sponsor only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to Sponsor's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement.

Consultant is permitted to provide services to others during the same period services are provided to Sponsor under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by the Consultant. If the services provided will be a part of an AIP funding reimbursement, then a determination must be performed and/or made by the Sponsor and the FAA, prior to their employment by the Consultant for eligibility purposes in order for the Sponsor to receive reimbursement from FAA. If other persons or firms will be acting in the capacity of a "Subcontractor" then, FAA has the right under Grant Assurance No. 18f to accept or deny use of this person(s) or firm(s) under the terms of this contract agreement.

It is understood and agreed that as an independent contractor and not an employee of Sponsor neither the Consultant nor Consultant's assigned personnel shall have any entitlement as a Sponsor employee, right to act on behalf of the Sponsor in any capacity whatsoever as an agent, or to bind the sponsor to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement. As an independent contractor, Consultant hereby indemnifies and holds Sponsor harmless from any and all claims, or costs (including reasonable attorney's fees) that may be made against, or incurred by, the Sponsor based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

5.16 **ADOT Grant Assurances.** On projects involving ADOT Aeronautics Division funding, the Subconsultant agrees to comply with those Grant Assurances applicable to the Scope of Services outlined in Exhibit A.

5.17 **Arizona Equal Opportunity.** The Subconsultant agrees to comply with the provisions of Arizona Executive Order 75-5 dated April 28, 1975 relating to Equal Opportunity.

ARTICLE SIX - SUSPENSION OF WORK

At any time, the Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Sponsor. If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subcontractor, if specified, shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

(a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

(b) Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than $1,000,000.

(c) Statutory workers compensation and employer's liability insurance for the State of Arizona.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

ARTICLE EIGHT - INTERESTS AND BENEFITS

8.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests, shall be employed.

8.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE NINE - ASSIGNMENT

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this AGREEMENT as of the date first written.

FOR THE CONSULTANT

Coffman Associates, Inc.

By:_____
James M. Harris, P.E.
Principal

Attest:_____

FOR THE SPONSOR

Town of Payson, Arizona

By:_____

Attest:_____

Approved as to form:

By:_____
Legal Counsel

EXHIBIT A

COFFMAN ASSOCIATES, INC.
FEE SCHEDULE
January 1, 2007

Employee Category	Hourly Rate*
Principal	$204.00
Professional	$135.00
Technical/Support	$94.00

Expenses - Billed at Actual Cost

**** Hourly rates are subject to change***

EXHIBIT "B"

to Resolution No. 2256

ADDENDUM NO. 1 TO GENERAL SERVICES AGREEMENT (AIRPORT PLANNING SERVICES) BETWEEN COFFMAN ASSOCIATES, INC., AND THE TOWN OF PAYSON

THIS ADDENDUM to the General Services Agreement (the "Agreement") between Coffman Associates, Inc., an Arizona corporation ("Coffman") and the Town of Payson, an Arizona municipal corporation ("Town"), (collectively, the "Parties") is made contemporaneous with the Agreement this _____ day of _____, 2007. Coffman and Town agree to the following amendments and modifications to the Agreement:

1. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, *et seq*. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

2. Time of Essence and Successors. Time is of the essence of this Agreement and all of its parts. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the wavier.

4. Construction. This Agreement shall be construed according to the internal law of Arizona without the application of any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction.

5. Headings and Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written, are superseded by and merged into this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties.

7. Cancellation. This Agreement is subject to the provisions of A.R.S. § 38-511.

8. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

COFFMAN ASSOCIATES, INC.,
an Arizona corporation

By_____
James M. Harris, P.E.
Principal

ATTEST:

_____

TOWN OF PAYSON,
an Arizona municipal corporation,

By_____
F. Robert Edwards, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

C:\MyFiles\Agreements and Contracts\Addendum to Coffman Associates Agmt (airport consultant).wpd