



CITY OF PRESCOTT
Request for Statements of Qualifications
Professional Engineering Design Services

For The
Airport Water Reclamation Facility Expansion Project

Public Works Department

Telephone: (928) 777-1130

Fax: (928) 771-5929

Due Date: December 2, 2010 at 2:00pm

REQUEST FOR STATEMENTS OF QUALIFICATIONS

For Airport Water Reclamation Facility Expansion Project

The City of Prescott, Arizona, requests Statements of Qualifications from qualified engineering firms to provide design and construction administration services for the expansion of the City's water reclamation facility, 2800 Melville Road, Prescott, Arizona 86301. Statements of qualifications will be received until 2:00 p.m. on December 2, 2010, at Department of Public Works, 433 N. Virginia Street, Prescott Arizona 86301, at which time all statements of qualifications will be publicly opened.

Any statements received after 2:00 p.m. on the above stated date will be returned unopened. Statements must conform to a prepared scope of work available from the office of the Public Works Director at (928) 777-1130 voice; (928) 778-5680 TDD. The City of Prescott reserves the right to reject any and all statements and the City assumes no liability for the cost of preparing a response to this request.

The outside of the statement envelope shall indicate the name and address of the respondent, shall be addressed to the Public Works Director, City of Prescott, at the above address and shall be marked: Statement of Qualifications: Airport Water Reclamation Facility Expansion, Phase I.

A **mandatory** pre-submittal conference will be held at Wastewater Collections Conference Room, 1505 Sundog Ranch Road, Prescott, AZ 86302 at 1:30 p.m. on Tuesday, November 9, 2010. At this meeting staff will discuss the scope of work, contract issues, and respond to questions from attendees. A tour of the Airport Water Reclamation Facility will be given following the conference. The Water Reclamation Facility will not be open for tours at any other time.

Elizabeth A. Burke/cjc

Elizabeth A. Burke, City Clerk
Published 2TC, October 31st and November 7th, 2010

Description of Work

Project Background

The original Airport Water Reclamation Facility (WRF) was constructed in 1965 and designed to treat 0.04 MGD of wastewater. In 1978, the Airport WRF was upgraded to a treatment capacity of 0.75 MGD and included 2 oxidation ditches. The most recent Airport WRF expansion was completed in 1998 with a design capacity of 2.2 MGD. During the past year, the City contracted with a professional engineering firm to complete the Sundog WWTP and Airport Water Reclamation Facility (WRF) Capacity and Technology Master Plans. The study revealed that wastewater BOD and TSS strength at both treatment plants have nearly tripled since the most recent upgrade (1998) lowering the treatment capacity for the Airport WRF to 1.2 MGD. Currently, average daily flows to the plant average 1.1 MGD; therefore plant expansion is necessary to handle committed capacities and projected growth in the area. The treatment capacity recommended for the next phase of the Airport WRF was established at 3.75 MGD. Three phases are recommended from the Master Plan with a total recommended build-out capacity of 9.6 or 15 MGD (dependant on the City's decision for one centralized treatment plant in the future). Design wastewater parameters used for evaluation of the first phase of the expansion are presented in the following Technical Memorandums, which will be available electronically from the City:

- Technical Memorandum 3S – Sundog Existing Conditions
- Technical Memorandum 3A – Airport Existing Conditions
- Technical Memorandum 5S – Alternative Treatment Technologies Sundog
- Technical Memorandum 5A – Alternative Treatment Technologies Airport
- Technical Memorandum 6 – Airport WRF Centralized Treatment Analysis
- Sundog WWTP and Airport WRF Capacity and Technology Master Plan – Executive Summary

Project Description

The successful professional engineering firm will be responsible for the completion of the detailed design and providing construction administrative services for the Airport WRF improvements. The City may utilize the alternative construction delivery method, Construction Manager at Risk (CMAR), or standard Design-Bid-Build to install the proposed improvements. In general, the improvements are as follows:

Preliminary Treatment

Screening will include the addition of new, in-channel mechanical bar screens (step screens) including a bypass with a manual screen.

Grit removal will include mechanical vortex units in concrete basins. It should be noted that a detailed evaluation of both screening and grit removal technologies will be part of a preliminary design effort.

A detailed evaluation of odor control should be included in the preliminary design analysis to determine appropriate areas to implement odor control.

Primary Treatment

Primary treatment is needed to reduce BOD and TSS from the influent loading. Primary treatment was incorporated as part of the process design in order to reduce the aeration basin volume and process air required for secondary treatment.

Primary treatment will not be included as part of the Phase 1 design. Primary clarification will be included in future phases of WRF expansion. Consideration shall be given for future implementation in Phase I design. A detailed evaluation of equalization shall be included in the preliminary design analysis.

Secondary Treatment

The MLE activated sludge treatment process includes compartmentalized aeration basins with two anoxic zones and four aeration zones, arranged in a two-pass configuration. Lowhead mixed liquor return pumps provide for the recycle of nitrates from the last aeration zone within the aeration basin back to the first anoxic zone in the aeration basin. Submersible mixers will be used for mixing in the anoxic zones. The preliminary design should evaluate swing zones within the aeration basins to allow for alternative treatment processes for more concentrated influent.

Centrifugal blowers will be in a dedicated building. The blower building design will need to be incorporated in the future expansion.

Circular secondary clarifiers will be installed in Phase 1.

A new return activated sludge (RAS) and waste activated sludge (WAS) pump station will be included in Phase 1 and phased for future buildout. For costing and layout purposes, the pump station was assumed to have a wet well with submersible pumps. The wet well will be constructed in Phase 1, with additional pumps to provide sufficient capacity for buildout.

Tertiary Treatment

Based on the recommendations presented in the City's Wastewater Master Plan - Tertiary Filtration Evaluation, the liquid treatment alternatives analysis assume disc filter technology. The disc filters would require new basins; due to site layout optimization reuse of the existing traveling bridge filter structure was not considered.

A detailed evaluation of disinfection technologies should be included in the preliminary design analysis. Disinfection technologies were evaluated in the master plan, but a final treatment technology needs further evaluation.

Effluent Pumping to Recharge Basins

Vertical turbine pumps in wet wells will be installed in Phase 1. The wet well was assumed to be constructed in Phase 1, with additional pumps to provide sufficient capacity for buildout.

Solids Handling and Stabilization

For the initial phase, solids dewatering was assumed downstream of the ultimate anaerobic digestion process, in order to reduce the volume of solids for disposal. Additional dewatering equipment will be installed in the existing building as part of the Phase I expansion. It was also assumed that the existing secondary clarifier will be used to prethicken solids before they are sent to the dewatering centrifuges in order to avoid overloading the centrifuges.

Additionally, a detailed evaluation of the different solids handling technologies available to the City (rotary drum thickeners, centrifuge thickening, belt filter press dewatering, etc.) will be a preliminary design task to determine the best thickening and dewatering technologies to be incorporated for the design for the solids handling facilities.

Potential Additional Evaluations Tasks

- Assist the City with evaluating and implementing immediate process improvements at the Sundog WWTP; specifically process modeling to support nitrification/de-nitrification improvements and process optimization.
- Assist the City with evaluating the impacts of the Hassayampa WRF on the City's wastewater collection and treatment facilities. Develop strategies for optimizing Hassayampa WRF operations relative to City wastewater treatment process and reuse operation.
- Develop short term and long-term strategies for handling and processing increased fats, oils and grease (FOG) deliveries to the treatment facility.
- Follow up on centralized treatment scenario, analyze the collections system and create phased infrastructure modification options for the City.

Design Criteria Summary

Table 1 summarizes the anticipated facility improvements for a conventional MLE treatment train alternative for Phase 1 improvements. The facilities listed in Table 1 are based on the recommendations of the Master Plan; selection of specific equipment types or process alternatives should be further evaluated during preliminary design by the selected engineering firm.

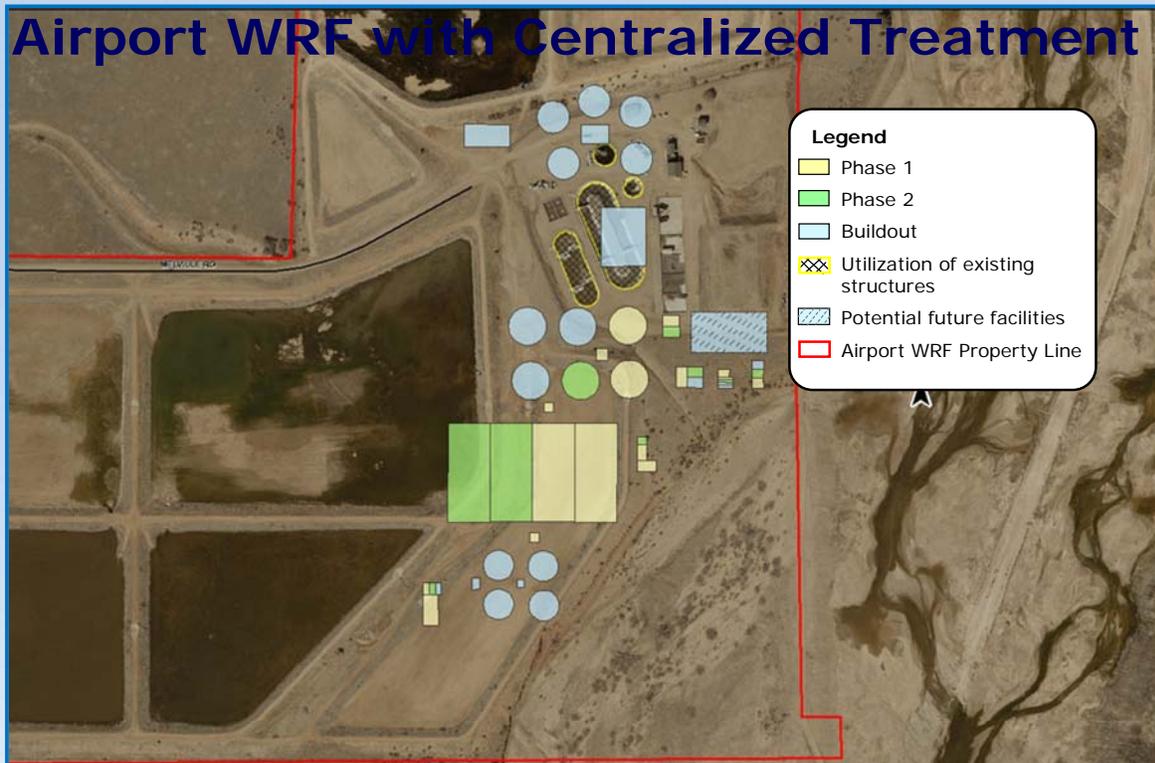
Table 1 Airport WRF Facilities for Phase I Expansion (3.75 mgd)	
Unit Process	Recommended Facilities from Master Plan
Course Screening	<ul style="list-style-type: none"> • 1 Mechanical bar screen (duty) • 1 Washer/compactors • 1 Manual bar screen (redundant) • Building to cover headworks
Grit Removal	<ul style="list-style-type: none"> • 1 Mechanical vortex unit, concrete basins
Primary Sedimentation	N.A.
Primary Sludge Pump Station	N.A.
Activated Sludge Treatment Basin	<ul style="list-style-type: none"> • 2 Trains, 3.6 MG per Train (7.2 MG total) • Submersible mixers (27 HP), 2 per train • Fine bubble diffuser system • Mix liquor return pumps: 9,100 gpm/basin
Blower Building	<ul style="list-style-type: none"> • Centrifugal blowers • 3 units (one redundant), 5,000 scfm each • Blower building (1,200 sf)
Secondary Sedimentation	<ul style="list-style-type: none"> • 2 Units (one redundant at AADF loads) • 100-ft diameter, 15-ft side water depth
RAS/WAS Pumping	<ul style="list-style-type: none"> • Wet well with submersible centrifugal pumps • RAS: 2 pumps (one redundant); 2,800 gpm each • WAS: 2 units (one redundant); 250 gpm each • Secondary scum pumps, 2 pumps
Tertiary Filtration	<ul style="list-style-type: none"> • Cloth media disk filters in concrete basins • 3 units (one redundant), total filtration area 1,938 sf
Disinfection	<ul style="list-style-type: none"> • To be discussed at preliminary phase as to type and units
Effluent Pumping	<ul style="list-style-type: none"> • Wet well volume; 25,000 cf • 2 Vertical turbine pumps (one redundant); 4,000 gpm each
Solids Handling	<ul style="list-style-type: none"> • One additional centrifuge in existing building • Use existing 60-ft secondary clarifier for WAS thickening
Digestion	<ul style="list-style-type: none"> • Anaerobic Digestion
Administration Building	<ul style="list-style-type: none"> • One 10,000 sf Building

Site Plan

Figure 1, presents the preliminary site plan for the conventional treatment alternative. The conceptual layout assumes that the footprint occupied by the effluent recharge basin (Basin No. 9) in the southeast end of the site will be decommissioned and this area will be used for the proposed treatment facilities. Another assumption is that the existing oxidation ditch (No. 2) and the existing secondary clarifiers will be decommissioned and this area will be used for the proposed solids treatment and handling facilities.

Figure 1 – Proposed Expansion Areas for Airport WRF

Airport WRF with Centralized Treatment



9-21-2010 Prescott MP City Council Workshop.ppt

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EVALUATION AND RANKING OF STATEMENTS OF QUALIFICATIONS; INTERVIEWS, CONTRACT NEGOTIATION AND AWARD

Selection Process and Schedule

The professional engineering firm will be selected through a qualifications-based selection process. The following tentative schedule has been prepared:

Request for Statement of Qualification Advertisement:	October 31, and November 7, 2010
Mandatory Pre-Submittal Conference:	November 9, 2010
Statement of Qualification Due:	December 2, 2010
Letters to Finalist Firms:	December 6, 2010
Interviews of Finalist Firms:	Week of January 10th
Final Ranking and Notification:	January 14, 2011
Scope and Fee Negotiation – Top Ranked Firm:	January 17, 2011

Upon receipt of the Statement of Qualifications (SOQ), each submittal will be reviewed for compliance with the submittal requirements. The selection committee will evaluate each SOQ according to the criteria outlined in this document and will select at least three (3), or up to five (5), professional engineering firms for interviews. During the interviews, the firms on the final list will present information on their qualifications and their understanding of the project. The selection committee will be afforded the opportunity to question the firms on their presentations. At the completion of the interviews, a ranking of the final-listed firms, in order of preference, will be developed from the selection committee's evaluation of the SOQ, presentations, and responses to questions.

The City will enter into negotiations with the highest ranking firm to develop a scope of services, and a contract fee, under the terms of the City's standard professional services agreement. City Council approval is required. If the City is unsuccessful in negotiating a contract with the highest ranking firm, the City may then negotiate with the second or third most qualified firm in order of preference until a contract is executed, or the City may decide to terminate the selection process.

Pre-Proposal Conference

There will be a **mandatory** pre-submittal conference for firms interested in providing professional engineering services at the time and place listed below:

Time: 1:30 P.M. MST
Date: November 9, 2010
Location: City of Prescott, Wastewater Collections Office
1505 Sundog Ranch Road
Prescott, Arizona 86301

At this meeting staff will discuss the scope of work, contract issues, and respond to questions from the attendees. A tour of the project sites will be given following the conference. The Airport Water Reclamation Facility and Sundog Wastewater Treatment Plant will not be open for tours at any other time.

Scope of Services

The following scope of services is a broad representation of the desired work to complete the project. During contract negotiation phase with the highest ranked firm, individual activities or work efforts may be expanded, reduced, or added. The scope of services is intended to provide interested consultants with an understanding of the project extent and a background for their submittal.

Project Management

The selected professional engineering firm or consultant shall prepare agendas for and attend project status meetings. The consultant shall be responsible for the preparation of written minutes that document discussion items, items of concern, and action items. The minutes shall be submitted to the City within five working days after the project status meeting.

The consultant shall monitor the progress of the project from a schedule and budget perspective and submit to the City a monthly report indicating work progress versus the planned schedule and expenditures versus the planned baseline budget by task.

The consultant shall attend meetings with, prepare applications for, and provide requested information to regulatory and other agencies for the issuance of permits, including but not limited to the Approval to Construct, and the Approval of Construction.

The consultant shall ensure an adequate QA/QC program and procedures be implemented for the review of the detailed design.

Design

The engineering firm will be responsible for the development and completion of plans and specifications. The consultant will review previous reports, memoranda, and plans to ensure the project conforms to the objectives for the expansion of the Airport WRF. During the development of plans and specifications, the City will be afforded the opportunity to review and comment on the consultant's work products at the 30%, 60%, 90%, and 100% design stages. A CMAR may be determined at 30% plan submittal to review and comment on the design. The Consultant will assist the City with a CMAR selection in the event of that determination. Current functional design requirements include compliance with ADEQ regulations and State Statutes at commencement and commissioning. The general tasks for completing the design are:

Survey

Includes a topographic survey at the project site utilizing City approved horizontal and vertical controls; adequate number of cross sections to define the impacts on other improvements; verification of elevation and location of "potholed" utilities; and prepare exhibits and legal descriptions required for right-of-way or easement acquisitions. The Engineer will be responsible for finding or setting sufficient temporary benchmarks in the field to allow the project to be constructed in accordance with the design. Permanent benchmarks may be included in some projects.

Utility Coordination

Concurrent with submittal to the City of the 30% design, the Engineer shall submit copies to the private utility companies (electric, cable, telephone, gas) for their comments and/or clearance letters. The Engineer will provide to the City copies of each of the transmittal letters to each of the utilities. If necessary, meetings will be held between the Engineer and reviewing agencies to discuss the conceptual plan and construction scheduling. Based upon input from the 30% plans, the Engineer shall submit a revised design completion schedule.

Utility Potholing

Based on the results of utility research, the need for utility potholing to establish existing depths of utilities will be established in the scope of services.

Right-of-Way and Odor Control Easements

Includes all services associated with defining right-of-way and odor control waiver needs and acquisitions; development of exhibits and legal description for insertion into City supplied conveyance documents; contact with individuals, groups, or organizations for conveyance document execution; and application, on behalf of the City, for all permits from public or private entities that neighbor the facility.

Preparation of Preliminary (30%) Design

The conceptual design shall identify existing conditions, including: right-of-way and easements; topography; benchmarks; adjacent property lines; existing pavement limits; vertical and centerline alignments; and all utilities (electric, gas, phone, IT, water, sewer and storm drains) located within the project limits. The conceptual design shall further identify any required additional easements; all existing facilities and details for all proposed facility locations. The design submittal shall include a detailed construction cost estimate.

In generating the specifications, the Engineer shall adhere to the industry standard boilerplate for technical specifications and provide required Special Provisions. ALL bid items SHALL be addressed in the technical provisions.

Preparation of Preliminary (60%) design

Review comments shall be solicited, received and addressed by the Engineer. Utility Conflicts that were identified from the Utility Review shall be addressed with a detailed approach for mitigation of these conflicts and coordination with the respective utility company(s). SCADA should be developed and detailed on the plans.

Preparation of Pre-final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies

Final review comments shall be solicited, received and addressed by the Engineer. A meeting shall be held between the City and Engineer to discuss any revisions or additional work required for generation of final (100%) plans and specifications.

Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineer's Estimate

The final plans shall be prepared incorporating any adjustments or corrections made during the review of the pre-final plans. A set of final reproducible plans shall be provided on 3 mil Mylar and on disk (compatible with either MicroStation *.DGN or AUTOCAD *.DXF). A hard copy and disk of specifications, bid schedule and engineer's estimate, shall be submitted (compatible with Microsoft Word). Plans shall not be considered final until ADEQ Approval to Construct is acquired. The Engineer will only be responsible for the technical provisions portion of the specifications, bidding schedule and engineer's estimate, which will be evaluated and approved by the City.

Regulatory Agency Review

It shall be the responsibility of the firm to prepare the application, plans, specifications and design report for submittal by the City to ADEQ for review at various project milestones, respond to comments and obtain the "Approval to Construct". Any review fees assessed by the regulatory agency will be paid by the City. It shall be the responsibility of the Engineer to include estimated timeframes for the reviewing agency in the schedule. The Engineer shall obtain all required permits for the project from ADEQ, ADWR, Amended APP Permit and any other regulatory agency where permits are required.

Public Information

Includes coordination with the City's Public Works Department; scheduling and attending public meetings; creating and disseminating project newsletters; and assisting the contractor, as needed, during construction phase public notifications.

Geotechnical Services

Includes the sub-surface geotechnical investigation; review of existing geotechnical information; potential dewatering measures; perform required laboratory analysis; summarize findings; and make recommendations.

Drainage Report

Evaluate existing studies completed for Granite Creek and ensure all proposed facility locations are outside of the 100-year special flood hazard area and any erosion hazard areas. Evaluate localized drainage and provide detention for the new facilities and impervious areas.

Design Reports

Includes preliminary and finalized treatment technologies and process analysis along with draft and final design reports to be approved by the City and submitted to ADEQ; provide a discussion of right-of-way, utility, and design issues and conflicts; provides solutions to the identified issues and conflicts; makes recommendations on new pipe alignments, facility sizes and locations and materials of construction; and provides a probable estimate for construction. The design report should include major sections to address general design criteria, discipline design criteria, treatment process criteria and analysis, site development, determine site electrical load and emergency system, SCADA and emergency system controls, support facilities, provisions for future build-out, outside agency coordination, and regulatory/permitting, coordinate required electrical service.

Plans and Specifications

Includes the development of plan and profile drawings at 1"= 40' and 1"=4', respectively; utilize MAG Standard Specifications and Details where applicable in conjunction with industry standards with City approved supplements; utilize computer aided drafting software compatible to the City's system; develop an engineer's estimate; and develop technical specifications that fully describe the intended work.

Monthly Progress Meetings

In addition to those meetings indicated above, the Engineer shall meet monthly with the City to discuss the project status and any pertinent issues.

Provision of Post-Design Services

The Engineer will be retained to provide consultation assistance during construction, relative to questions pertaining to their design. Technical submittals, RFI's, change order, as-built preparation and other construction phase engineering services, plant commissioning (training).

Construction Administration Services

The consultant will provide construction administration services to assist the City in confirming that construction of the Project is carried out in accordance with the intent of the design and the requirements of the City and regulatory agencies. The construction services effort will have the goal of facilitating the construction to enable the work to progress in an efficient and cost-effective manner, while maintaining traffic, access to property, and operation of the City's water reclamation facility.

The general tasks associated with providing construction administration services is as follows:

Project Administration during Construction

The consultant will serve as the City's representative during the construction phase. As the City's representative, the consultant may provide direction to the contractor after consulting with the City, schedule meetings, coordinate quality assurance activities, provide value engineering support, perform site visits, review shop drawings and test results, issue interpretations and clarifications, certify progress payments, and conduct final acceptance inspections.

Design Consultant Services during Construction

The consultant will review change orders and advise the City if additional cost or compensation are warranted from change of conditions, design revisions, or other causes; review material testing results; prepare record drawings; and review the operations and maintenance manuals.

Resident Services during Construction

The consultant will provide a resident engineer and a specialized inspector (mechanical, electrical, SCADA, or any additional specialized inspections) throughout the construction period. However, the services of the resident engineer and qualified inspector may not be required on a full time basis. There will be certain activities when a full time inspector will be required. Resident services will be responsible for monitoring the contractor's progress schedule and schedule of values; organizing and conducting all meetings; coordinating the review of shop drawings and tests; inspecting all work; processing all request for information and requests for change orders; and maintaining all records and reports.

Submittal Requirements

Firms interested in providing professional engineering services should submit a Statement of Qualification (SOQ) as follows:

1. One page cover letter.
2. Maximum of ten (10) pages to address the SOQ evaluation criteria (excluding resumes, but including schedule, project understanding, general information, organizational chart, photos, tables and diagrams).
3. Resumes for key personnel, limited to 5 pages total, should be attached as a separate appendix in the SOQ.
4. Cover, back, table of contents, and tabs are not included in the page count.

Failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified time, date, and location
- Number of SOQ's submitted
- E-mail submittals will not be accepted

Adherence to the maximum page criteria is critical. Each page side (maximum 8 ½" x 11") with criteria information will be counted. Schedules can be Z folded on 11" x 17". The City of Prescott reserves the right to accept or reject any RSOQ that exceeds the maximum page limit.

Provide one (1) original and six (6) copies (**total 7 submittals**) by **2:00 P.M. on December 2, 2010** to: Public Works Office, 433 N. Virginia Street, Prescott, Arizona 86301.

SOQ must be submitted in a sealed envelope clearly marked on the outside with the Project Name: **“Statements of Qualifications: Airport Water Reclamation Facility Expansion, Phase I”** and the name of the firm submitting SOQ. The City is not responsible for the pre-opening of, post opening of, or the failure to open, a bid not properly addressed or identified.

Statement of Qualifications

The SOQ should include the following categories of information in the order shown below. The categories will also provide the basis for the selection criteria that will be used to evaluate the SOQ and the finalists during the interviews. The categories are provided below:

1. Firm's Relevant Experience on Similar Projects

This category provides a measure of the firm's historical ability, familiarity to provide the necessary services to perform the work, and general description of the team.

For each project demonstrating ability and familiarity, provide within the last five years:

- Project description including the construction delivery method
- Initial and final project construction cost and completion date relative to baseline schedule
- Project owner with name of contact and telephone number

For the team, provide:

- Project organizational chart clearly detailing the team's structure and roles of the members. This must define how the team will function on a day-to-day basis. Chart **MUST** include names, roles and company affiliation.
- List which proposed team members have worked together on other projects and name those joint projects.
- List team members work loads outside of the project and commitment to the project.

2. Experience of the Proposed Project Team and Availability

This category reflects the project engineer, staff, and major subconsultant's educational and work experiences in performing the assigned duties and tasks to complete the project. For all team members listed in the organizational chart, provide:

- a. Team Member's Name
- b. Company affiliation and number of years with the company
- c. List of ALL current, on-going projects including its name and the role this team member plays on that project. Include Project owner's name, phone number and fax number.
- d. List three similar projects COMPLETED within the past five (5) years and project role. List the following for each project:
 - Name of Project, location and type
 - Team member's role on the project
 - Owner of the project
 - Owner's Project Manager/Representative's name, phone number and fax number (most current and accurate)
 - Type of Project Delivery Method (i.e.: Design/Build, CMAR, Design, Bid, Build, etc.
 - Overall project budget and schedule
 - The name of the company the member was affiliated with during this project
 - A brief project description, include any aspects similar to this project
- e. Include resumes for all team members

The Consultant shall not change key project team members during the project duration without written approval from the City. Any replacement personnel shall be approved by the City, prior to changes of key project team members.

3. Project Understanding and Approach

This category provides the consultant with an opportunity to discuss the major issues and complexities associated with the project development and how the project team would formulate solutions to the identified challenges.

- Provide, IN DETAIL, your understanding of the project Scope of Work and the key issues involved.
- Describe, IN DETAIL, your approach to dealing with the issues identified
- Define the goals for successfully completing the project.
- Provide a MILESTONE schedule for the total project based on your understanding of the scope of work and processes involved in providing the best result for the City.
- Describe your firm's Quality Assurance and Quality Control programs.
- Discuss your approach to develop a team with the contractor and City. Focus on enhancing value engineering opportunities.
- Indicate the extent of required resident engineering services.

- Discuss alternative delivery methods, review of CMAR’s guaranteed maximum price (GMP).

4. Overall Quality of the SOQ and Evidence of Interest in the Project

This category allows the evaluator to apply considerations or individual preferences that are not included in the above criteria. No response is required.

5. Proximity of Project Team Members to Yavapai County and Arizona

For this category a preference will be given to firms that utilize local professionals in developing the project team.

Statement of Qualification and Oral Discussion Scoring

20	Firm’s Relevant Experience on Similar Projects
35	Experience of the Proposed Project Team and Availability
30	Understanding of the Scope of Work and Project Approach
5	Overall Quality of SOQ and Evidence of Interest in the Project
10	Proximity of Project Members to Yavapai County and Arizona
<hr/>	
100	Total Points

Oral Discussion and Interview

25	Observation of Existing Conditions and Grasp of Key Project Information
25	Identification of Issues or Problems That will Need to be Considered
30	Approach to Planning, Design, and Construction including Innovative Ideas
10	Experience and Capabilities in alternative project delivery methods
5	Define Why Their Firm Should be Engaged
5	Overall Quality of Interview
<hr/>	
100	Total Points

General Information

Request for Statement of Qualifications (“RSOQ”) Holder Lists and Schedule: The Design Services and Construction Administration RSOQ may be obtained at the following location:

City of Prescott, Public Works
 433 N. Virginia Street
 Prescott, Arizona 86301
Telephone: 928-777-1130

Instructions: The City of Prescott shall not be held responsible for any oral instructions. Any changes to the RSOQ will be in the form of an addendum, which will be furnished to all registered RSOQ holders.

Firms who pick up a copy of this RSOQ packet from the City of Prescott office will be included in the RSOQ Holder List.

City Rights: The City of Prescott reserves the right to accept or reject any or all RSOQ's, to waive any informality or irregularity in any RSOQ received, to be the sole judge of the merits of the respective RSOQ's received and to reject all submittals and re-advertise or cancel the Project in its entirety at its sole discretion.

The City of Prescott, its consultants, and/or advisors will not be responsible for any costs incurred by any firm requesting an RSOQ or submitting an RSOQ or responding to this notice in any way.

Contact with City Employees or Elected Officials: All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, Elected Officials, the City Manager, Assistant City Managers, Department Heads, and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Questions: Questions pertaining to this RSOQ must be submitted **IN WRITING**, by mail, facsimile or email to jeff.low@prescott-az.gov by November 23, 2010 at 5:00 PM or submitted verbally at the Pre-Submittal Conference as a part of the public forum. Written questions will be read and answered at the Pre-Submittal Conference.

Address Questions to:
Jeff Low, Capital Projects Manager
City of Prescott – Public Works Department
433 N. Virginia Street
Prescott, Arizona 86301
Email: jeff.low@prescott-az.gov
Facsimile: 928-771-5929

Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing during the Pre-Submittal Conference will be mailed, faxed or emailed to all parties who obtained an RSOQ package from the City and legibly provided their mailing address and fax numbers to the City.

Professional Services Agreement

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

WHEREAS, ** (hereinafter referred to as “Engineer”), has expertise in **

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 Engineer shall provide the services to the City in relation to ** as indicated in Exhibit "A" (Request for Statements of Qualifications, Engineer's Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott Public Works Director.
2. In addition to those services identified in Paragraph 1 above, the Engineer shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Engineer shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Engineer's project schedule identified in the attached Exhibit "A".
5. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Engineer shall be paid for authorized services satisfactorily performed to the date of Engineer’s receipt of such termination notice.
6. 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.
7. Pursuant to A.R.S. Section 38-511, the City of Prescott 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 Engineer to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott 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 of Prescott from any other party to the Agreement arising as a result of this Agreement.
8. 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:

9. It is expressly agreed and understood by and between the parties that the Engineer is an independent Engineer, and, as such, Engineer 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 Engineer, Engineer 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 Engineer, Engineer 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.
10. This Agreement is non-assignable by the Engineer unless by subcontract, as approved in advance by the City.
11. (A) The City shall pay to Engineer a total sum of **dollars and no cents (\$.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 Engineers or sub-Engineers, which the Engineer may employ for this Contract. It is expressly agreed by and between the parties that the Engineer is solely responsible for any and all payment to such any other Engineers or sub-Engineers retained by the Engineer.
(C) Payment of the total amount provided for under Section 10 (A) shall not relieve Engineer 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 Engineer shall charge and City shall pay Engineer in accordance with Exhibit "A".
(D) Prior to the final payment to the Engineer, 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 Engineer, and shall apply to those monies to the appropriate accounts. Engineer shall provide to the City any information necessary to determine the total amount(s) due.
(E) The Engineer shall bill the City monthly for the fee due the Engineer, based upon an hourly rate for 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.
12. 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.
13. This Agreement shall be construed under the laws of the State of Arizona.

14. All work products of the Engineer 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 work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
15. 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 Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
16. 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. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
17. This Agreement represents the entire and integrated Agreement between the City and the Engineer 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 Engineer. 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.
18. 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.
19. The Engineer 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 Engineer'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 Engineer 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 Engineer has or may have against the City, its agents or employees, arising out of or in any way connected with the Engineer's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
20. 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.
21. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Public Works Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Public Works Director which involves 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 work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Engineer 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 work, or it may direct the Engineer to proceed with the items in question to be reimbursed pursuant to the unit prices in the Engineer fee proposal.

(F) If the Engineer claims that any instructions involve extra cost under this Contract, it shall give the Public Works Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Engineer shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the Public Works Director and in the absence of such Contract Amendment or other written order of the Public Works Director, the Engineer shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All Contract Amendments must be approved by the Public Works Director. Contract Amendments over \$10,000.00 must be approved by City Council.

22. (A) The Engineer shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of liability insurance with limits of \$1,000,000. Liability insurance shall provide the following coverage:

1) Commercial General Liability (“explosion, collapse, and underground”,
and “products/completed operations” coverage may be excluded.)

2) Errors and Omissions (professional malpractice)

3) Automobile Liability.

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

(C) 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.

(D) Prior to commencing work under this Agreement, the Engineer 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.

23. The Engineer, with regard to the 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-Engineers, including procurement of materials and leases of equipment. The Engineer 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.

24. Contractor Immigration Warranty

Engineer 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 Engineer 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, Engineer hereby warrants to the City that the Engineer 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 Engineer 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 Engineer or Subcontractors employee who works on this Contract to ensure that the Engineer or Subcontractor is complying with the Contractor Immigration Warranty. Engineer 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 Engineer and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. Engineer agrees to assist the City in regard to any random verification performed.

Neither the Engineer nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Engineer 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 Engineer 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 an Engineer or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- 25. Engineer 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 City and Engineer.
- 27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

Dated this _____ day of _____, 2010.

City of Prescott, a municipal corporation

ENGINEER

Marlin Kuykendall, Mayor

**

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke, City Clerk

Gary Kidd, City Attorney