



Request for Proposals

for

Park Avenue Right-of-Way Acquisition Services

**CITY OF PRESCOTT, ARIZONA
PREPARED BY: Public Works Department**

July 2013

Request For Proposals

The City of Prescott, Arizona, requests proposals from qualified firms to provide right-of-way and/or easement acquisition services for approximately sixty nine (69) properties along Park Avenue from Gurley Street to Canyon Springs for the Park Avenue Improvements Project.

Sealed proposals will be received at the Office of the City Clerk, City of Prescott, 201 S. Cortez Street, Prescott, Arizona 86303 until 2:00 p.m., Thursday, August 8, 2013, at which time all proposals will be publicly opened. Any proposal received at or after 2:00 p.m. on the above-stated date will be returned unopened.

The outside of the proposal envelope shall indicate the name and address of the proposer, shall be addressed to the City Clerk, 201 S. Cortez Street, Prescott, AZ 86303, and shall be marked: **“Proposal: Park Avenue Right-of-Way Acquisition Services”**

Copies of the specifications and requirements for the proposal are available at the office of the Public Works Director, 433 N. Virginia Street, Prescott, AZ 86301, (928) 777-1130 voice; (928) 777-1100 TDD.

The City of Prescott reserves the right to reject any and all proposals, the City reserves the right to waive any irregularity or informality in any proposal received and further reserves to negotiate any and all proposals. The City assumes no liability for the cost of preparing a response to this request.



Crista Clevenger, Contract Specialist
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Request for Proposals

Information for Proposers

- A. **General Condition.** Proposals shall be delivered to City Hall, addressed to the attention of the City Clerk, City of Prescott, Arizona, by the day and hour set for the submittal of proposals in the Request for Proposals as published. Proposals shall be enclosed in a sealed envelope bearing the title of the work and the name of the proposer. It is the SOLE responsibility of the proposer to see that the proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.
- B. **Withdrawal of Proposal.** Any proposer may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals.
- C. **Interpretation of Specifications and Documents.** If any person contemplating submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, or finds discrepancies in or omissions from the specifications or proposed contract documents, shall submit to Tim Sherwood, the project manager, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents. Interested proposers may call Tim Sherwood at (928) 777-1130, visit the City of Prescott Public Works office at 433 N Virginia Street, Prescott, AZ 86301 or email: tim.sherwood@prescott-az.gov with any questions prior to the proposal opening.
- D. **Americans with Disabilities Act.** The successful proposer shall comply with all federal, state and local nondiscrimination statutes in the operation, implementation and delivery of, including state and federal civil rights and disabilities laws. In particular the proposer shall ensure that the City of Prescott's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violation of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the city/town and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.
- E. **Award and Execution of Contract.** A contract will be awarded, at the City's option, based on the qualifications of the proposer complying with these instructions and with the Request for Proposals and the best interest of the Public. The City, however, reserves the right to accept or reject any or all proposals if it deems it best for the public good, and to waive any informality in the proposals received. The award, if made, will be within sixty (60) calendar days after the opening of proposals. The standard city contract (see attached example) for this project included in this package shall be used.

Right-of-way Acquisition Services

Description of Work

The City of Prescott, herein after referred to as the City, intends to acquire right-of-way and/or easements along Park Avenue from Gurley Street to Canyon Springs for the Park Avenue Improvements Project. Construction of the project is scheduled to commence via separate contracts in the fall of 2013. The City is soliciting proposals from qualified right-of-way acquisition agents to obtain right-of-way and easements from the owners of commercial and residential parcels within the project limits.

There are approximately sixty nine (69) parcels (seven (7) right-of-way and permanent easements and sixty two (62) temporary construction easements), from which the City must acquire rights-of-way and/or easements. All uncontested negotiations and acquisitions are to be completed by the fall of 2013.

The successful proposer, hereinafter referred to as the Acquisition Agent, must be able to perform the following tasks:

1. Prepare calculation sheets for qualifying the value of property sought for new right-of-way. The Public Works Department will review all calculation sheets. The Public Works Department will provide unit costs based on property appraisals (by others) for real property and easements.
2. Initiate correspondence and meet with property owners regarding the project and represent the City throughout the right-of-way acquisition process.
3. Maintain detailed records of contacts (in person meetings, phone conversations, written correspondence) with the individual property owners regarding each contract negotiation and provide a weekly written status summary to the Public Works Department.
4. Prepare contracts and negotiate counter proposals.

The City will supply the Acquisition Agent with title reports or commitments prepared by the Title Agency including Schedule A and all Schedule B documents, legal descriptions, surveyor maps and notes delineating property boundaries, permanent and temporary construction easements, easement conditions, and property appraisals. Rights-of-way and permanent easements will be surveyed and staked by the City.

Proposal Format

The Proposal should include the following:

- The firm's location.
- The names of the members of the project team.
- A brief description of firm's experience with similar projects, including references.

- The firm's schedule of rates for right-of-way, easement and temporary construction easement services. The schedule of rates shall be inclusive of all costs anticipated by the firm, including but not limited to, hourly rates, furnishing a vehicle, travel expenses, printing expenses, supplies and materials, and any other operational expenses related to job performance for this project. A per diem will not be paid by the city.
- A brief resume of each of the project team members describing their experience and background.
- A brief description of the current availability of staff to be assigned to the project, work load of the team members along with a listing of the projects they are currently involved in and their status, and the ability to maintain staff on the project throughout the duration of this project.
- A listing of all of the sub-contractors (if any) proposed to be utilized on the project and a description of their role.
- A brief description of what the firm understands their role to be on the project.
- A brief statement of the firms understanding of the project purpose and scope and a description of how the firm would approach, manage and complete the project.

The Proposal shall be limited to no more than 5 pages. An additional five pages of appendices is allowed and may include graphs, charts, photos, and additional resumes. The letter of transmittal shall not exceed two pages and is exclusive of the 5/5 page limitation for the statement submittal. Candidate firms shall submit five (5) copies of the Proposal for review.

The City is searching for an Acquisition Agent that will perform right-of-way and/or easement acquisition services for sixty nine (69) properties within the Park Avenue Improvements Project with minimal direction from the City. The target date for work to begin on this project is August 27, 2013. The estimated project time for the firm selected is expected to be sixty (60) calendar days.

Request for Proposal

- A. All proposals shall be opened publicly at the time and place designated in the Request for Proposals. The name of the offeror and such other relevant information as may be designated by the City shall be publicly read. All other information contained in the proposals shall be confidential as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. All proposals may be open for public inspection after a recommendation is made to the City Council for, but in no event, no later than the contract award by the City Council. To the extent as designated by the offeror and the City concurs, trade secrets or other proprietary data contained in the bid documents shall remain confidential. (amd. Ord. No. 3260, eff.10-13-94)
- B. Competitive negotiation may be used at the discretion of the City. Discussions shall not disclose any information derived from proposals submitted by other offerors.
- C. Negotiation following the opening of sealed proposals is not required if one or more of the initial offers is fully satisfactory. Award may be made on the basis of the proposal as first submitted, without any discussion with offeror or changes to the content of the proposal.

- D. Criteria for evaluation of proposals may include, but shall not be limited to, managerial or technical capabilities, comparative feasibilities of the approach or other elements where price may not be the sole determining factor for selection of a supplier.
- E. Authorized award shall be made in writing to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration (but not limited to) price, those evaluation factors set forth in the solicitation, and in Section 18 of the Procurement Code.
- F. Once a formal recommendation is made to the City Council regarding which proposal (as subsequently amended by negotiations) should be accepted, no further negotiations or modifications to proposals may be made; provided, however, that this does not prohibit the City Council from either rejecting all proposals or directing City staff to pursue further negotiations with one or more of the proposers. (Ord. No. 3260, eff. 10-13-94)



Professional Services Agreement

**

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

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

WHEREAS, ** (hereinafter referred to as "Professional"), 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 Professional shall provide the services to the City in relation to ** as indicated in Exhibit "A" (Request for Statements of Qualifications and Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott ** Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be _____ to _____.
6. 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 Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. 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 Professional 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.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

** Director	**
City of Prescott	**
**	**
Prescott, AZ 86301	

10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of **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 Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".
- (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.
- (E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in 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 necessary or desirable by the ** Director. All such work shall be executed under the conditions of the original

Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(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 ** 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 ** Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the ** Director which involves 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 ** Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.

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

23. (A) The Professional 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 the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

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

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

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

2) Professional Liability (Errors and Omissions Liability)

Professional Services Agreement

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

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

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

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

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

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

(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 Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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

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

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

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act

(Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its sub-contractors ("Sub-contractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional 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 Professional and any of sub-contractors to ensure compliance with Professional's Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

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

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Professional Services Agreement

30. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

Dated this _____ day of _____, 2013.

City of Prescott, a municipal corporation

PROFESSIONAL

Marlin D. Kuykendall, Mayor

**

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Lynn Mulhall, City Clerk

Jon M. Paladini, City Attorney