CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Request for Statements of Qualifications
Engineering Design Services

For

FY 2015 PAVEMENT RECONSTRUCTION DESIGN

Public Works Department

Telephone: (928) 777-1130

Fax: (928) 771-5929

Due Date: November 7, 2013

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2015 PAVEMENT RECONSTRUCTION DESIGN

The City of Prescott, Arizona, requests Statements of Qualifications from qualified engineering firms to provide design services and plans preparation for the FY 2015 Pavement Reconstruction Project for Prescott, Arizona. Statements of qualifications will be received before 2:00 PM on November 7, 2013, City Clerk's Office, 201 South Cortez Street, Prescott Arizona 86303, at which time all statements of qualifications will be publicly opened.

Any statements received at or after 2:00 PM 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) 777-1100 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 City Clerk, City of Prescott, at the above address, and shall be marked: FY 2015 Pavement Reconstruction Design.

A **mandatory** pre-proposal conference will be held at the Public Works conference room, 433 N. Virginia Street, Prescott, AZ 86301 at 2:00 PM on October 23, 2013.

Crista Clevenger

Crista Clevenger, Contract Specialist
Published: 2TC October 13 and October 20, 2013

Description of Work

The City of Prescott will be reviewing the qualifications of engineering firms for the purpose of entering into contracts for the following services:

The FY 2015 Pavement Reconstruction Design consists of topographic survey of selected streets, utilities investigations, and the preparation of plans and specifications to reconstruct the selected streets with new asphalt concrete pavement. The streets programmed for pavement reconstruction are:

Montezuma Street from Willis Street to Gurley Street;

Lakeview Drive South, Peace Pipe, and Golden Hawk in the Blackhawk Subdivision;

Smoketree Lane from Tabosa Drive to 150' east of Birchwood Cove.

Additional information is included in the attached scoping report.

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

SUBMISSION

Sealed Statements of Qualifications will be received before 2:00 PM on Thursday, November 7, 2013 at the City Clerk's Office, 201 South Cortez Street, Prescott Arizona 86303, at which time all Statements of Qualifications will be publicly opened. Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened.

Statements shall be submitted in seven (7 copies), and must conform to the scope of work available from the office of the Public Works Director at (928) 777-1130 voice; (928) 777-1100 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 City Clerk, City of Prescott at the above address and shall be marked: Statement of Qualifications: FY 2015 Pavement Reconstruction Design.

EVALUATION

Statements of Qualifications will be evaluated by a Review Committee appointed by the City for this project according to the following criteria, with weighting as indicated:

1) 1) Specific experience of the firm with comparable street construction and rehabilitation projects in municipalities within or proximate to Yavapai County - 20%

2) Experience of the proposed project team and availability, within current and anticipated workload, for this project - 25%

3) Proposed project approach, to include a detailed discussion and identification of areas that will require special attention - 25%

4) Overall quality of the SOQ, evidencing interest in the project - 15%

5) Knowledge and experience with City of Prescott rules, regulations, procedures and local / regional construction conditions including subsurface and geophysical conditions - 15%

STATEMENTS OF QUALIFICATIONS

FORMAT

The statement shall be limited to no more than 5 pages, and include the following:

- Location of the firm
- Names of the team members proposed for the project
- A list of similar projects in which the team has participated, and contact information
- A brief resume of each of the team members describing their experience and background
- A summary of the current workload of key team members and list of their notable projects
- A list of all sub-consultants proposed to be utilized on the project and a description of their roles
- A tentative schedule for accomplishment of the project
- A statement of the submitting firm's understands of the project purpose and scope, and a description of how the firm would approach, manage, and complete the project.

Five (5) additional pages of appendices are allowed and may include graphs, charts, photos, or additional resumes. The letter of transmittal shall not exceed two pages and is exclusive of the 5/5 page limitation for the statement.

SHORTLIST AND INTERVIEWS

Following evaluation of the Statements of Qualifications, a shortlist of three to five (3-5) firms will be determined based upon the composite score of Review Committee members. A presentation-interview session with each of the three to five (3-5) firms will comprise the second half of the evaluation/selection process. In the presentation-interviews, candidate firms will be required to demonstrate their understanding and familiarity with the scope, location, and other aspects of this project. Criteria and weighting for evaluation of the presentation-interviews are as follows:

1) Observation of existing conditions and grasp of key project information - 25%

2) Identification of issues or problems that will need to be considered - 25%

3) Approach to project reports, information gathering and analysis, report formatting, including innovative ideas - 35%

4) Experience and capabilities with public meeting's and community outreach - 15%

The interview segment of the presentation-interview session will follow the presentation, and consist of questions arising from the SOQ and/or presentation.

The City reserves the right to proceed to Final Ranking based on the Statements of Qualifications without conducting Interviews.

FINAL RANKING AND CONTRACT NEGOTIATION

The Review Committee members will individually evaluate the presentation-interviews of each of the candidate firms and rate them according to the aforementioned criteria. The Review Committee may also consider information from the Statements of Qualifications. The Review Committee will then formulate a consensus ranking, notify each of the candidate firms of the final rankings and meet with the top-ranked firm for the purpose of initiating contract negotiations. If negotiations are unsuccessful, the City will terminate negotiation efforts and open negotiations with the 2nd ranked firm. This process will continue until negotiation efforts are successful. The final list will remain in effect for a period of twelve months from the date of issuance by the City.

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

It is highly recommended that candidate firms visit the project site(s).

City of Prescott
Public Works Department
PO Box 2059 Prescott, AZ 86302
Phone: (928) 777-1130 FAX: (928) 771-5929 TDD: (928) 778-5680

Project Scoping Report
October 3, 2013

Project Description

Project Name:	FY 2015 Pavement Reconstruction Project
Project Type:	Streets; Water
Project Account No.(s)	2157810 8930 90036
Funding Sources:	One Cent Sales Tax for Streets and Open Space; Water Enterprise Fund

	Trans	Sewer	Water	Grants	Total
PS&E	$200,000	$6,000	$60,000	$0	$266,000
ROW	$0	$0	$TBD	$0	TBD
Construction	$2,400,000	$60,000	$1,500,000	$0	$3,960,000
Total	$2,600,000	$66,000	$1,560,000	$0	$4,226,000

Phase Schedule:

	Begin	End
PS&E	FY14	FY14
ROW	FY14	FY14
Construction	FY15	FY15

Project Team

Project Review Team:
Project Manager – George Henderson
Program Manager- Tim Burkeen
City Engineer– Scott Tkach
Transportation Engineering - Ian Mattingly
Utilities Engineering - Bruce Canavan
Drainage Engineering- Scott Tkach
Utilities Operations– Joel Berman, Craig Dotseth, Harry Brown, Scott Gregorio

Prime Consultant: TBD

Sub-consultants:

Environmental/Permitting:	TBD
Public Involvement:	TBD
ROW:	TBD
Geotechnical:	TBD
Systems Engineer:	TBD

Goal Statement

- To achieve better mobility through roads and transportation system by reconstructing roads that have deteriorated beyond maintenance or rehabilitation.

Project Description

- The FY 2015 Pavement Reconstruction Project consists of topographic survey of selected streets, utilities investigations, and the preparation of plans and specifications to reconstruct the selected streets with new asphalt concrete pavement. The streets programmed for pavement reconstruction are:
- Montezuma Street from Willis Street to Gurley Street;
- Lakeview Drive South, Peace Pipe, Golden Bear, and Golden Hawk in the Blackhawk Subdivision;
- Smoketree Lane from Tabosa Drive to 150' east of Birchwood Cove.

Project Limits - Existing Conditions:

- The work on Grove Avenue differs in that the majority of the project is to mill and overlay the existing pavement structure with partial pavement reconstruction along the west side curb lane.

- The work on Smoketree Lane includes the design of a new 18" water main on Smoketree Lane from Willow Creek Road to Birchwood Cove, to include necessary approval from ADEQ. The work on Smoketree Lane also includes the mill and overlay of Smoketree Lane from Willow Creek Road to Tabosa Drive.

- The street reconstruction and water system improvements plans for Smoketree Lane may be separated from the other streets in the program to be bid individually. A separate title sheet, bid schedule, special provisions, and so on may be needed.

- The work on Montezuma Street includes the design of a new 8" water main to replace the existing water main, to include necessary approval from ADEQ. The work also includes the design of a new sewer main to replace the existing sewer main.

- The plans for the streets in the Blackhawk Subdivision will likely be separated from the other streets for inclusion with the City's drainage improvement plans

for the Blackhawk Subdivision. A separate title sheet, bid schedule, special provisions, and so on will be needed.

Associated Project Studies:

- Soil Survey and Pavement Thickness Design for Montezuma Street (available upon request).
- Soil Survey and Pavement Thickness Design Report for Smoketree Lane and streets in the Blackhawk Subdivision (available upon request).

Adjacent Public CIP Projects:

- Not Applicable.

Adjacent Private Development Projects:

- None

Primary Technical / Administrative Issues

Existing Utilities:

- Consultant to verify and survey horizontal and vertical alignments for all existing utilities and identify all conflicts anticipated within the project sites.

Utility Relocation Issues:

- Unknown at this time. To be determined during design.

Design:

Roadway Design

- Roadway design shall include a comprehensive set of plans that will accomplish the reconstruction of deteriorated asphalt pavement.
- Evaluation of existing concrete flatwork shall be performed to determine what flatwork needs to be replaced or what can be salvaged in place.

Drainage Design

- Consultant to evaluate flows and verify conveyances.

Sewer Design

- Consultant to design sewer main/manhole replacement on Montezuma Street. Replacement to include all service laterals to the back of curb w/backwater valves and clean-outs.

Water Design

- Consultant to design a 18" replacement water main on Smoketree Lane from Willow Creek Road to Birchwood Cove, to include necessary ATC, AOC, and design report with validation of the hydraulic model to obtain approval from ADEQ. The design will include connection to the 30" in Willow Creek Road, replacement of all service lines, stub-out and connections to all side distribution mains, and separation of existing pressure zones. The existing water distribution main will remain in place from Willow Creek Road to Meadow Circle. The water main from Meadow Circle to Birchwood Cove will be abandoned.

- Consultant to design a 8" water main replacement on Montezuma Street with new water service lines.

Geotechnical Design and Recommendations

- Consultant to retain a qualified geotechnical firm to complete a subsurface investigation; and provide recommendations for site work to include pipeline, and road design.

Private Development Partners:

- Not Applicable.

Right-of-Way (R.O.W.) and Easements:

- None anticipated; consultant to verify.

Environmental Constraints – Required Permits:

100-Year Floodplain –

- Not Applicable.

Railroad –

- Not Applicable.

ADOT –

- Not Applicable.

AZDEQ/Yavapai County Environmental Services –

- Consultant will acquire all AZDEQ/Yavapai County Environmental Services permits, including the Approval to Construct, Approval To Operate, and provide the Engineer's Certificate of Completion.
- The contract specifications shall provide that the Contractor will need to obtain an AZPDES permit and proper erosion control BMPs implemented during construction.
- Dust Control measures will need to be incorporated into the construction methods and a County and/or a City construction permit will be required.

Archaeological/Cultural Issues –

- Not Applicable.

Endangered Species Act (ESA) –

- Not Applicable.

Required Environmental Permits/Approvals -

- AZDOT Permit - None
- NPDES Permit – SWPPP and NOI
- FEMA – None

Construction Issues:

- Design shall take into account traffic control and access to private properties and businesses.

City Liability and Risk Assessment

- The existing pavement condition on the identified streets is very poor and beyond the service level where maintenance practices would be acceptable.

- There may be unknown underground utilities that conflict with the proposed improvements.
- No practical detour for Smoketree Lane.
- Heavy traffic and business access needs on Montezuma Street.

Design Deliverables

1. ***Project Kick-Off Meeting.*** The Engineer will be required to attend a kick-off meeting with City staff at a time and on a date amenable to both parties. At that meeting, the Engineer will be required to provide a detailed design schedule, a list of the team members who will be involved in the project, along with their phone numbers and e-mail addresses, an org. chart showing the relationship of all of the team members and any submittals required contractually.

2. ***Design Schedule.*** The Engineer will be required to submit a detailed schedule depicting all major tasks and primary submittal dates for approval by the City. Thereafter, the Engineer shall submit monthly project schedule updates in the same format and shall highlight and provide justification for any changes to the approved schedule. The Engineer shall include 3 weeks for each of the City review periods.

3. ***Public Meetings.*** The Engineer will be required to attend and conduct 1 or 2 public meetings. These will be scheduled (tentatively) to correspond with the completion of the 30% and 90% plans. The initial meeting will be for the purpose of informing the public of the project intent and to receive comments. The latter meeting will be for the purpose of informing the public about the final design.

   Formats for individual meetings will be decided as scheduling of the meetings are determined. The Engineer shall prepare a newsletter publication for each public forum. The City shall be responsible for printing of such newsletters. The Engineer and the City will participate in the public meeting and help the attendees understand the project, its limitations, the options considered, and other project aspects.

   Following the meeting, The Engineer shall meet with City staff to review the outcomes and will prepare the final pre-design report. This report will present the design that is to be carried out and will summarize the analyses and communications that led to the decisions.

4. ***Preliminary Design Report and Preliminary Construction Cost Estimate.*** Within 60 days of entering into a contract with the City of Prescott, the Engineer will be required to provide a set of preliminary alignment plans, a preliminary design report with major infrastructure

components sized and a preliminary cost estimate. An analysis of alternate design considerations shall be included in this submittal.

5. ***Utility Review.*** 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, a meeting 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.

6. ***Utility Potholing.*** Based on the results of utility research, the need for utility potholing to establish existing horizontal and vertical locations of utilities will be established. For the purpose of this scope, the Engineer shall provide up to forty (40) utility potholes.

7. ***Geotechnical Investigation and Recommendations.*** A geotechnical report will be prepared to identify subsurface conditions and need for any special equipment for excavation. Twelve (12) soil borings up to eight (8) feet in depth will be performed and a geotechnical report will be prepared. Findings in the geotechnical report will be incorporated into the design and specifications.

8. ***Preparation of Preliminary (30%) Design.*** The conceptual design shall identify exiting conditions including: right-of-way and easements; topography; benchmarks; adjacent property lines; existing pavement limits; proposed plan and profile pipe alignments; and all utilities (electric, gas, fiber, water, sewer, effluent, and storm drain) located within the project limits. The conceptual design shall further identify any required additional easements/right-of-way; all existing water meters, water valves, sewer manholes and cleanouts and any other utility fixture or potential utility conflict, and any other efforts required to design and construct a quality product. The design submittal shall include a detailed construction cost estimate.

   In generating the specifications, the Engineer shall adhere to the City's boilerplate for Technical Specifications unless conditions require Special Provisions. ALL bid items SHALL be addressed in the Technical Specifications or Special Provisions. Items NOT required for the project SHALL be deleted from the text. Any deviation(s) from the boilerplate shall be brought to the City's attention.

9. ***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 respective utility companies.

10. ***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.

    The Engineer shall also provide 90% Preliminary plans to the appropriate utility providers. The Engineer shall provide confirmation of receipt from the utility providers.

11. ***Regulatory Agency Review.*** It shall be the responsibility of the Engineer to prepare the application, plans, specifications, and design report for submittal by the City to ADEQ for review, respond to comments and obtain the "Approval to Construct". Any review fees assessed by the regulatory agency will be paid by the City. It will be the responsibility of the Engineer to include estimated time frames for the reviewing agency in the schedule.

12. ***Preparation of Easement Legal Descriptions and Map/Drawings.*** The Engineer shall prepare all legal descriptions, maps, and obtain all pertinent title reports for the acquisitions of additional easements required, if any, to construct the proposed improvements. In the event additional easements are needed to construct the project, the Engineer shall provide two (2) originals of detailed legal descriptions and maps/drawings, both stamped by a Registered Land Surveyor. The Engineer may be required to accompany the City (or their representative) at meeting(s) held with the respective property owner(s) to explain the need for the taking and it's affect on the property. The Engineer will NOT be required to negotiate with the pertinent property owners for the acquisitions of any of the required easements. A final easement map (record of survey) will be required which indicates new permanent easements required. The additional easements shall be staked prior to meetings with property owners.

13. ***Pre-Final (90%) Design Meeting.*** A meeting will be held between the Engineer and the City to discuss any revisions or additional work required for generation of final (100%) plans and specifications.

14. ***Final Concept Stakeholder/Public Meeting.*** The final public meeting will be to present the final project plans. Formats for individual meetings will be decided as scheduling of the meetings are determined. The Engineer shall prepare a newsletter publication for each public forum. The City shall be responsible for printing of such newsletters. The Engineer and the City

will participate in the public meeting and help the attendees understand the project, its limitations, the options considered, and other project aspects.

15. ***Preparation of Final (100%)Plans, Specifications, Design Report, Bid Schedule and Engineers 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 engineers 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. The City will prepare the formal contract documents.

16. ***Construction Pre-Bid Meeting.*** The Engineer shall attend the construction pre-bid meeting held by the City of Prescott to answer questions from prospective bidders. In the event an addendum is required, the Engineer shall prepare the necessary changes to the plans and specifications.

17. ***Pre-Construction Meeting.*** The Engineer shall attend the pre-construction meeting held by the City of Prescott to answer questions from the construction contractor. The Engineer shall be prepared to address any design questions presented by the contractor.

18. ***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.

19. ***Benchmarks.*** 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.

20. ***Provision of Post-Design Consultation Services.*** The Engineer will be retained to provide consultation assistance during construction, relative to questions pertaining to their design. Construction meeting attendance, technical submittals, RFI's, as-built coordination and preparation, quality assurance/control, project closeout, certification, and other construction phase engineering services shall be anticipated functions of the engineer of record.

21. ***Meeting Minutes.*** The Engineer shall be responsible for recording and preparing accurate minutes from all meetings involved with the project. A hard copy and disk of the minutes shall be submitted to the Public Works Department. The disk must be compatible with Microsoft Word.

Post-Design Construction Services

- Submittal / RFI reviews
- System Engineer for SCADA required for testing
- As-Built surveying and final mylar preparation; As-built certification
- Attending construction meetings
- Completion of ECC
- Construction to be managed and inspected by City personnel. Consultant to be retained as Engineer Of Record during construction phase.

Major Milestones

Milestone	Tentative Date
Advertise RFP/RSOQ	October 2013
Award Design Contract	December 2013
Survey complete	January 2014
Preliminary Design Report Complete	February 2014
30% Design Complete	March 2014
60% Design Complete	April 2014
90% Design Complete	May 2014
R/W Easements Complete	**
100% Plans And Specs complete	June 2014
ASLD Permit Complete	**
Bid Award	July 2014
Begin Construction	August 2014
Construction Complete	November 2014
Project Close-out Complete	December 2014

Approvals

City Engineer _____ Date 10-14-13
Scott Tkach, PE

Program Manager _____ Date 10/11/13
Tim Burkeen

Operations Manager _____ Date 10/11/13
Joel Berman

Public Works Dir. _____ Date_____
Mark Nietupski

City of Prescott
CIP Design Submittal Requirements

In order to maintain a consistent and effective review of the plans, it is important for the necessary information to be provided as follows:

30% Submittal

1. Preliminary water design report
2. Preliminary drainage design report
3. Preliminary geotechnical report
4. Preliminary pavement recommendations
5. Aerial photograph with catch points & preliminary right-of-way superimposed (1:50) scale
6. Preliminary plan & profile for all required facilities – road, water, storm sewer
7. Preliminary catch points
8. Alternative drainage analysis, conceptual drainage layout
9. Conceptual wall locations
10. Conceptual storm water control facility location
11. Preliminary land acquisition estimate
12. Preliminary utility conflicts and relocations (dry & wet utilities)
13. Preliminary typical sections
14. Preliminary erosion control sheets
15. Total Estimated Quantities and Engineer's Estimate
16. Value Engineering Study (projects > 1 million or State or Federal funding)

60% Submittal

1. Draft final water design report
2. Draft final drainage design report
3. Draft final geotechnical report
4. Preliminary structural design report
5. Final pavement recommendations
6. Preliminary pavement mix design
7. Final plan & profile for all required facilities – road, water, storm sewer
8. Final Intersection horizontal layout (including curb return and curb ramp info.)
9. Draft final wall locations – Plan & Profile
10. Catch points
11. Draft final drainage layout including pipe profiles
12. Updated utility locations/relocations
13. R/W purchase plans, contact summary – including property owners for water, sanitary,
14. Roadway typical sections
15. Preliminary detail sheets
16. Draft construction notes
17. Erosion control plan sheets
18. Cross Section sheets

19. Draft Specifications, Special Provisions, including landscape requirements and slope stabilization
20. Total Estimated Quantities and Engineer's Estimate
21. Variance modification requests (as required)

90% Submittal

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Final P.S. & E

1. Final Civil plans (Mylar & Digital)
2. Submittal of all final Technical reports
3. Final Technical Specifications and Special Provisions
4. Final Total Estimates Quantities and Engineer's Estimate
5. Approved permits (DEQ, COE, etc.)

Definitions

Conceptual: General design idea or plan based upon experience and judgment from other comparable work. Cursory plan view illustrations; calculations not required.

Preliminary: Introductory, but reasonably accurate, design element or feature. General consistency with design standards. Plan view illustration. Rough calculations and notes. First run models.

Final: Complete and ultimate design element or feature. Full consistency with design standards (or road modifications). Complete plan, profile and section views, as applicable. Thorough and complete engineering calculations and notes. Finished run models.

Alternative analysis: Study of all (at least two) viable options which satisfies a given transportation plan or design need. Analysis to include, but not limited to, comparisons of: safety, scope, cost, functionality, efficiency, compliance to standards and environmental effects.

City of Prescott
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Final P.S. & E

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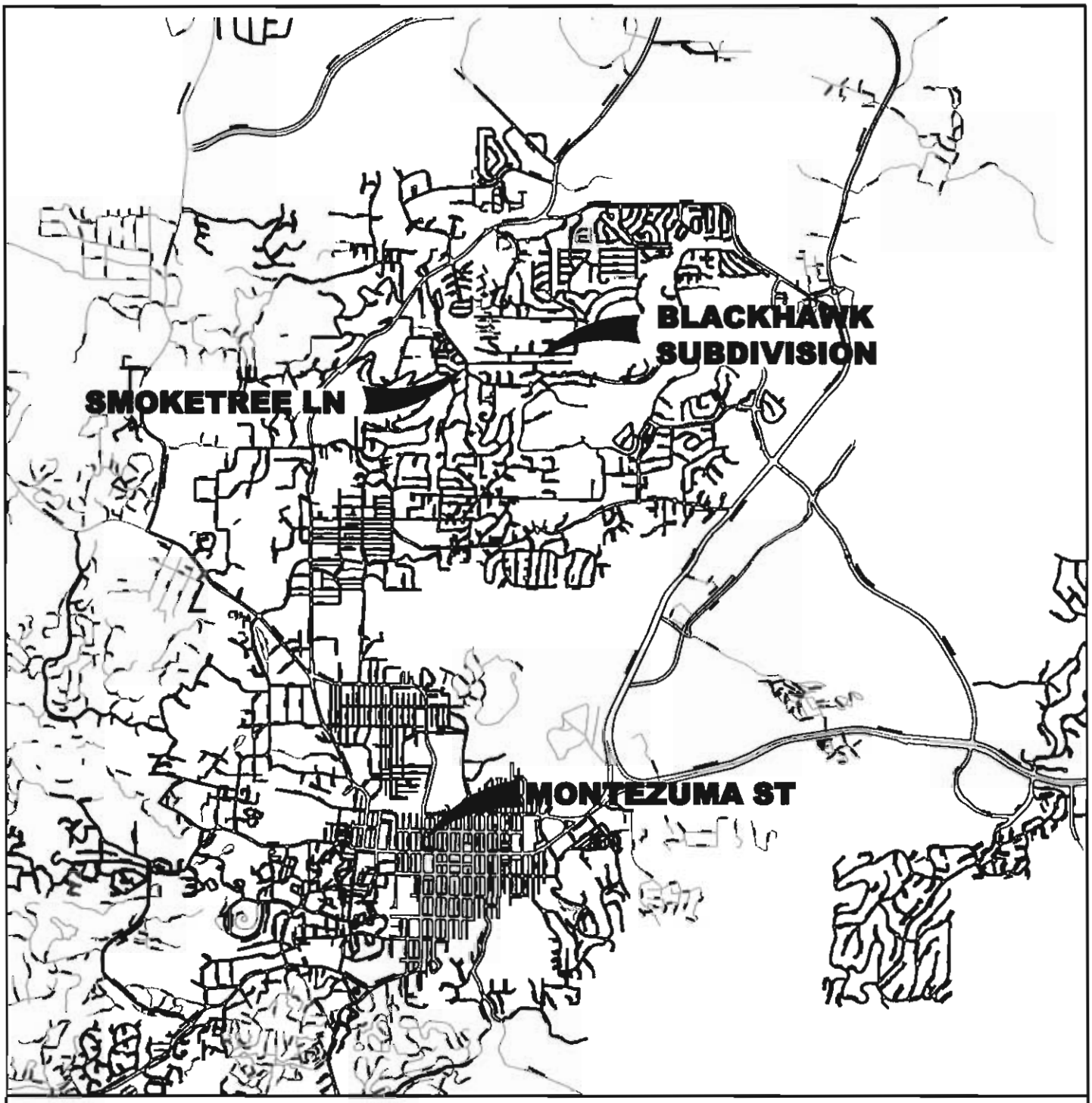

VICINITY MAP

FY 2015 PAVEMENT RECONSTRUCTION PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

CITY OF PRESCOTT
Everybody's Hometown

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 either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. 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.

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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-contactors 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.

SAMPLE

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, eacb 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 bis/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

SAMPLE

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)

SAMPLE

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

SAMPLE

(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.

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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

_____

Marlin D. Kuykendall, Mayor

PROFESSIONAL

_____

**

By: _____

Title: _____

ATTEST:

_____

Lynn Mulhall, City Clerk

APPROVED AS TO FORM:

_____

Jon M. Paladini, City Attorney

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