



**Request for Proposal and Qualifications
Engineering Design Services**

For

ZONE 12 INTERCONNECT PUMP STATION PROJECT

Public Works Department

Telephone: (928) 777-1130

Fax: (928) 771-5929

Due Date: November 13, 2014

REQUEST FOR PROPOSAL AND QUALIFICATIONS

Zone 12 Interconnect Pump Station Project

The City of Prescott, Arizona, Requests Proposals and Qualifications (RFP) from design professionals/engineering firms to provide professional engineering design services for the City of Prescott, Arizona. Proposals must be received before 2:00 PM on Thursday November 13, 2014, City Clerk's Office, 201 South Cortez Street, Prescott Arizona 86303, at which time all proposals will be publicly opened.

Any proposals received at or after 2:00 PM on the above stated date will be returned unopened. Proposals must conform to this RFP and the attached Project Scoping Report. The City of Prescott reserves the right to reject any and all proposals and the City assumes no liability for the cost of preparing a response to this request.

The outside of the submittal envelope shall indicate the name and address of the respondent, shall be addressed to the City Clerk, City of Prescott, at the above address and shall be marked:
Request for Proposal Submittal: Zone 12 Interconnect Pump Station Project.

A handwritten signature in black ink, appearing to read "Erika Laster", is written over a horizontal line.

Erika Laster, Contract Specialist

Published: 2TC November 2, 2014 and November 9, 2014

A. DESCRIPTION OF WORK

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

The Zone 12 Interconnect Pump Station Project will design a pump station at the southwest corner of Pioneer Parkway and Willow Creek Road. The pump station will provide the City ability to utilize air port area wells to serve properties throughout the City's service area.

Water supply systems should be interconnected wherever possible so that in the event of a failure there is more than one source for water to supply customer demands. This project creates the ability to increase the utilization of the air port production / recovery wells.

Additional information is included in the attached Project Scoping Report.

B. SUBMITTAL

Sealed Proposals and Statements of Qualifications will be received before 2:00 PM on Thursday November 13, 2014, at the City Clerk's Office, 201 South Cortez Street, Prescott Arizona 86303, at which time all submittals will be publicly opened. Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened.

Proposals shall be submitted in seven (7 copies), and must conform to the attached Project Scoping Report dated October 10, 2014. 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 proposal 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: **Proposal and Statement of Qualifications: Zone 12 Interconnect Pump Station Project.**

C. EVALUATION AND FORMAT OF PROPOSALS AND STATEMENTS OF QUALIFICATIONS;

C.1 EVALUATION

Proposals and 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) Specific experience of the firm with comparable pump station and water designs in municipalities within the State of Arizona - 20%
- 2) Experience and performance 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 Proposal, 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%

C.2 STATEMENTS OF QUALIFICATIONS

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

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 of Qualifications.

C.3 PROPOSAL

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

- A tentative schedule for completion of the project
- A proposal that demonstrates that the firm understands of the project purpose and scope, and a description of how the firm would approach, manage, and complete the project. Refer to the attached Project Scoping Report for the City's expectations.
- Identify any suggestions to improve the project and/or schedule of delivery for the project.
- Cost Proposals will not be accepted with the initial response to this RFP. Submittal of a cost proposal with this RFP will automatically disqualify the submitting firm. Once selected, the City will negotiate a final scope of work and cost proposal with the successful firm.

Three (3) additional pages of appendices are allowed and may include graphs, charts, photos, or any additional information that would aid the review team in ranking this submittal.

D. SHORTLIST AND INTERVIEWS

Following evaluation of the Proposals and Statements of Qualifications, a shortlist of up to five (0-5) firms will be determined based upon the composite score of Review Committee members. A presentation-interview session with each of the top ranked firm(s) will comprise the second half of the evaluation/selection process, if deemed necessary by the City. 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. The Review Committee will have the opportunity to discuss questions regarding the firms' submittal and

presentation at that time. 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 (solutions) 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%

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

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

E. FINAL RANKING AND CONTRACT NEGOTIATION

The Review Committee members will individually evaluate the presentation-interviews of each of the candidate firm(s) and rank them according to the aforementioned criteria. The Review Committee will also consider information from the Proposals and Statements of Qualifications in their final ranking of firm(s). 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 with the top ranked firm, 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. The City also reserves the right to reject all submittals and readvertise the project should the City not reach agreement on the terms of the contract with the selected firm(s).

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



**PROJECT SCOPING REPORT
October 10, 2014**

Project Name: Zone 12 Interconnect Pump Station

Project Type: Water
Project Account No.(s) 7007810-8930-15018

Project Review Team: Project Manager – Ben Mokhtari
Design Consultant - TBD
Program Development Manager – Steve Orosz
Utilities Manager – Joel Berman

Project Description:

The Zone 12 Interconnect Pump Station project will design a pump station at the southwest corner of Pioneer Parkway and Willow Creek Road. The pump station will provide the City the ability to utilize Airport Area wells to serve properties throughout the City's service area.

Water supply systems should be interconnected wherever possible so that in the event of a failure there is more than one source for water to supply customer demands. This project creates the ability to increase the utilization of the Airport production/recovery wells.

Project Limits - Existing Conditions:

- See attached map

City Provided Information:

- 18" Airport Zone and 12" Second Feed As-Built (D11-1443)
- 2013 Water and Wastewater Model
- Inlet and discharge pressures

Public Involvement:

- Anticipate up to two public meetings
- Public notices/mailings

Primary Technical / Administrative Issues

- Instrumentation and controls (SCADA)
- Electrical design and coordination with APS
 - APS service design and application
- Pump sizing and design (flow and TDH calculations)
- Screening of pump facility
- Sound/noise analysis of motor(s)

Utility Relocation Issues

- None anticipated

Existing Utilities:

- Consultant to verify, physically locate and survey all existing Utilities (wet and dry) and will identify all conflicts anticipated within the project limits.
- The project will tie into the existing 18" Ductile Iron Pipe

Drainage Design

- No significant drainage improvements are proposed with this project. Drainage improvements will consist of minor site grading and access to promote positive drainage away from the proposed improvements.

Geotechnical Design and Recommendations

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

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

- Coordination with Yavapai County to obtain a right of permit for construction of pump and appurtenances
- Identify existing easements and rights-of-way.

Environmental Constraints – Consideration and potential Permits:

- **Environmental Determination** – N/A
- **ADEQ/Yavapai County Environmental Services** - Consultant will acquire all permits, City will pay all permit fees as reimbursable expenses.
- **Drainage** – Review project site for floodway/floodplain determination (City).
- **ADOT** – N/A
- **Stormwater (SWPPP, NPDES, Erosion Control)** – City and Consultant to review
- **City of Prescott (PAC, Building Permit, ROW)** – TBD
- **Yavapai County** - This project lies inside the unincorporated County limits, coordination required.

Archaeological/Cultural/Biological Issues

- Review project site for Archeological/Cultural determination.

Construction Issues:

- Traffic control in roadway – TBD based on physical location.
- Existing easement from Pinon Oaks to County Right Of Way and project site
- Impact to neighbors – TBD based on physical location.
- Existing Utilities – Electrical service location and routing.

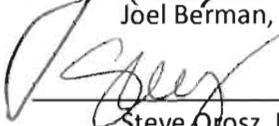
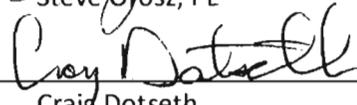
Construction Post Design Services

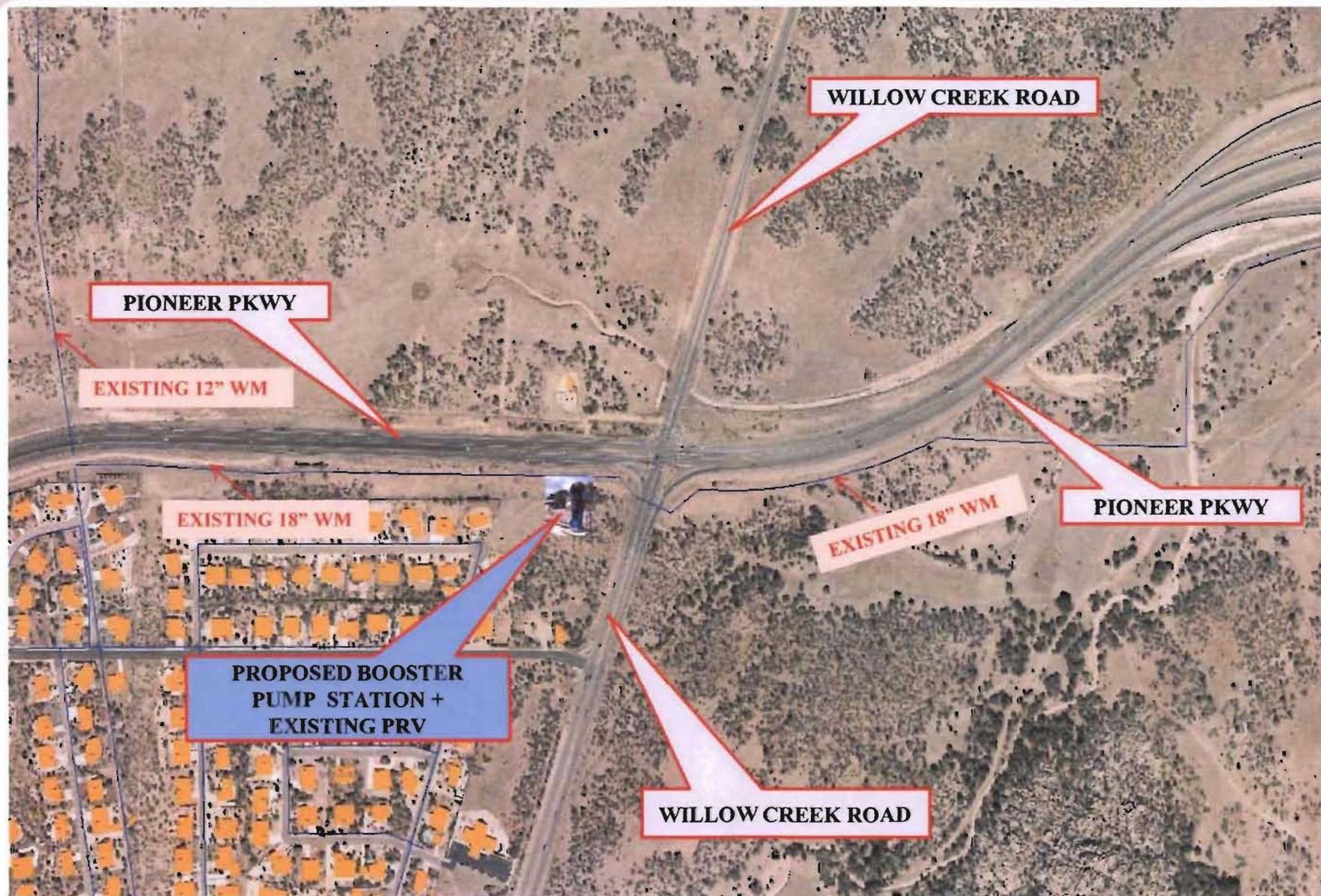
- Submittal / RFI reviews
- As-Builts, Engineer's Certificate of Completion, test package and ADEQ/County Approval to operate submittal.
- Attending construction meetings, as requested.

Work Products

- Plans and Specifications 60/90/100%/Bid Set submittals
- Engineer's Estimate of Cost 60/90/100/Bid Set submittals
- Basis of Design/Technical Design Report – Hydraulic and structural analysis
- Hydraulic Analysis of of water system impact. City to provide hydraulic model data for consultant to run model.
- Geotechnical Report
- Project Schedule
- Archeological
- Other as may be required

Approvals

Utilities Manager	 _____ Joel Berman, PE	Date <u>10/31/14</u>
Program Development Manager	 _____ Steve Orosz, PE	Date <u>10/30/14</u>
Senior Utilities Analyst	 _____ Craig Dotseth	Date <u>10/31/14</u>



ZONE 12 INTERCONNECT PUMP STATION MAP



Professional Services Agreement

Zone 12 Interconnect Pump Station Project

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 Zone 12 Interconnect Pump Station Project 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 Public Works 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.

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:

Public Works Director	**
City of Prescott	**
433 N Virginia St.	**
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 Public Works 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 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 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 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 Professional 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 Professional 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.

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)

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
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(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.

Dated this _____ day of _____, 2014.

City of Prescott, a municipal corporation

PROFESSIONAL

Professional Services Agreement

Marlin D. Kuykendall, Mayor

**

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

SAMPLE