

# **Request for Statement of Qualifications**

# **Design-Build**

For

# **Streets Division Administration Building**

# MAYOR AND COUNCIL:

Phil Goode, Mayor Connie Cantelme, Council Member Brandon Montoya, Council Member Eric Moore, Council Member Cathey Rusing, Council Member Steve Sischka, Council Member Clark Tenney, Council Member

# **CITY CLERK:**

Sarah M. Siep

# **PUBLIC WORKS DIRECTOR:**

Gwen Rowitsch

# Request for Statement of Qualifications Design-Build

# **Streets Division Administration Building**

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons, Design-Build Teams and or contractors to provide Design-Build services for Streets Division Administration Building. Only persons, Design-Build Teams, or contractors capable of providing the requested discipline of the services will receive consideration.

MANDATORY PRE-SUBMITTAL CONFERENCE: August 30, 2023, 9:00am, at City of Prescott Public Works Department, 433 N. Virginia Street, Prescott AZ 86301.

SUBMITTALS DUE: Thursday, September 14, 2023, at 2:00pm City Council Chambers 201 N. Montezuma Street, 3<sup>rd</sup> Floor, Prescott, Arizona 86301.

In accordance with local and State law, sealed RSOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <u>http://www.prescott-az.gov/business-</u><u>development/purchasing/bid-listings/</u>.

PUBLISH: August 13 and 20, 2023

# Request for Statement of Qualifications Design-Build

# **Streets Division Administration Building**

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#### I. GENERAL INFORMATION

The City of Prescott (hereinafter "City") invites interested and qualified persons, firms, or contractors (hereinafter "DB Teams") to submit a written Statement of Qualifications (SOQ) for the Streets Division Administration Building.

The City intends to select a Design-Build (DB) Team through a procurement process pursuant to ARS § 34-603 and wishes to employ the Design-Build project delivery process to encourage a creative value engineering approach through the interactive efforts of an experienced, highly motivated DB Team. The Design-Build process is expected to foster a cooperative owner-designer-constructor effort to review completed design documents, to identify potential value engineering concepts and to complete construction of the project.

The City's primary objective in utilizing the Design-Build approach for this project is to bring the best available construction experience and expertise together to work flexibly and cooperatively and meet the schedule and budget challenges presented by this project. The City will expect the following from the DB Team:

- An accurate project delivery schedule,
- Ability to maintain delivery according to an approved schedule,
- Optimal use of available budget, and quality construction.

The City will encourage the development of creative options to maximize the value of the end product received.

Only one contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-603. The contract will be for the term of one (1) year, with the consideration of a one-year extension based on successful completion of work and mutual agreement.

To be eligible for consideration, DB Teams must submit a single Statement of Qualification (SOQ) demonstrating appropriate competence, qualifications, and relevant experience with design and construction of buildings, site development, utility installations, and all other disciplines necessary to successfully deliver the desired results.

The City will apply a one-step process to select the successful DB Team under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final DB Team.

# A. DESCRIPTION OF WORK / SCOPE OF WORK

The Design Build (DB) Team will begin in a lead role for preconstruction services and will hold the construction contract with the City of Prescott ("City"). Design phase services are anticipated to include architectural, structural, civil, mechanical, electrical, plumbing, and related work. At some point, the DB Team will assume the risk of delivering the project through a guaranteed maximum price.

The DB Team will be responsible for construction means and methods. There will be no limit to the amount of self-performance allowed by the City.

The Streets Division Administration Building shall consist of a steel building on a concrete foundation (see attached conceptual floor plan). The City has acquired the steel building components of a 125' X 125' building. The building components are stored at the old wastewater treatment plant on Sundog Ranch Road, and at other City owned facilities. This project includes retrofitting the building components to suit the future needs of the Streets Division. The work includes design and construction of the building with office spaces, restrooms, ready room, locker rooms, equipment bays, storage areas, conference room, records storage room, dormitory, fitness center, mezzanine, and so on within the building. The area shall be insulated, heated, cooled, lighted, and ventilated. The office spaces shall be heated, cooled, plumbed, and have finished walls, doors, and windows. The office spaces shall have sound insulated walls to the open space. The facility shall include a fire suppression system. The work includes all site excavation, grading, paving, drainage, and utilities.

See attached scoping report for Design Services.

# **B.** Requests for Information

DB Teams who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

George Henderson Capital Project Manager City of Prescott – Public Works george.henderson@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, September 5, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, September 11, 2023. Receipt of addenda must be acknowledged on the required form in the DB Team's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

# C. MANDATORY PRE-SUBMITTAL CONFERENCE:

This pre-submittal conference is mandatory for potential DB Teams. Submittals will only be accepted from proposers in attendance as established on the sign-in sheet.

The pre-submittal conference will be held on August 30, 2023, at 9:00am, at City of Prescott Public Works Department, 433 N. Virginia Street, Prescott AZ 86301.

# II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document. Wherever the word "Design Build Team" (DB Team) is used in this SOQ, it shall mean each or any of the individuals, firms, partnerships, or corporations, submitting an SOQ for performance of the Design-Build services being sought by the City for this project.

#### A. GENERAL REQUIREMENTS

Interested DB Teams are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all DB Team members and their key personnel to be assigned to this project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services described herein and in the scoping report.
- Location of the DB Team.
- Statement of the DB Team's understanding of the purpose and scope of the applied service category.
- Description of specific technical capabilities, qualifications, and years of prior experience for each applied service category.
- Brief resume for key project team members outlining their credentials and experience for each applied service category.
- Description of at least three (3) but no more than five (5) similar projects in which the DB Team participated. Describe the DB Team's role in the project and scope of work that demonstrates the DB Team's expertise. Provide the name and contact information for each project.
- Description of how the DB Team would approach, manage, and complete the related project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by DB Teams or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into a contract as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

# **B. PROPRIETARY INFORMATION**

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. DB Teams shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". DB Teams shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

DB Teams should be aware that the City is required by law to make its records available for public inspection. All DB Teams, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the DB Teams in the event that the City must legally disclose these materials.

#### C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original (<u>not stapled or bound</u>) along with a flash drive with same submittal and must conform to this request.

The SOQ shall be limited to no more than five (5) pages. Pages shall be letter size  $(8\frac{1}{2} \times 11 \text{ inches})$ , single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the DB Team's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the SOQ. The letter shall be on the DB Team's company letterhead and shall be signed by an officer or principal of the DB Team with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the DB Team's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contract will be delivered to the contact information as provided in the SOQ.

**<u>Do not</u>** include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

# **D. DELIVERY OF SUBMITTALS**

Sealed SOQs will be received **before 2:00pm on Thursday, September 14, 2023**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. DB Teams are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The City will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

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 clearly marked:

# Request for Statement of Qualifications: Streets Division Administration Building Due before 2:00pm on September 14, 2023

# E. MINIMUM TEAM QUALIFICATIONS

DB Teams shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service categories for which they apply. Selected DB Teams will be required to execute

and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

# III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the DB Team to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the DB Team's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

# A. GENERAL DESIGN BUILD TEAM INFORMATION

5 points possible

- Brief overview of the Design-Build Team.
- Submission requirements met.

# B. EXPERIENCE AND QUALIFICATIONS OF FIRMS AND KEY PERSONNEL

# 25 points possible

- Identify the number of comparable projects completed within the past five (5) years where the firm(s) and or DB Teams provided DESIGN-BUILD services (Arizona projects preferred). Provide a brief description of the similar projects in which the DB Team has participated and include contact information.
- Describe/highlight the DB Team personnel's roles in a minimum of three (3) of these projects.
- Describe how the three projects' budget, schedule and complexity were addressed. Identify the resolution process on issues/differences that may arise with project stakeholders (i.e., consultant, City, franchise utilities, residents, etc.) during the performance of a DESIGN-BUILD contract.
- Provide names of the team members proposed for the project and applicable licenses held.
- Provide a brief resume of each of the key team members describing their experience and background.
- Provide a summary of the current workload of key team members and a list of their notable projects.
- Provide a list of all sub-consultants proposed to be utilized on the project and a description of their roles.
- Provide an in-depth discussion of the proposed project manager and project superintendent.
- Submit a proposed subcontractor selection plan. The subcontractor selection plan must select subcontracts based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

# C. PROPOSED PROJECT APPROACH

#### 30 points possible

Provide the DB Team's technical approach to critical success factors for this project. Include the following items as part of your overall discussion:

- Involvement with design development and refinement.
- Planning, scheduling, estimating, and managing construction, dispute resolution and safety management.
- Design review, cost and scope control, value engineering and working with a project design engineer.
- Directly addressing all public concerns associated with the construction and demonstrating the approach to minimizing disruptions.
- Describe your methodology and approach to the development of design solutions for this project.

# **D.** VALUE ADDED KNOWLEDGE AND EXPERIENCE

# 30 points possible

The DB Team hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions. Additionally, the DB Team must be accessible to City staff and citizens (i.e., public meetings, outreach and relations) and provide such communications to the City during the design and construction phases of the project.

- Explain why your DB Team and project manager are particularly qualified to perform the required services in the Prescott area. Demonstrate the project manager's knowledge of local geology, climate practices, materials, and codes.
- List of projects currently under contract with other government agencies.
- Specific experience of the DB Team within Arizona.
- Specific experience of the DB team with the City of Prescott.
- Provide a detailed discussion and identification of areas that will require special attention and/or innovative approaches.

# E. OVERALL EVALUATION

# 10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ evidencing interest in providing services.
- Overall evaluation of the firm and its perceived ability to provide the required services.

# IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the SOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

# A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each DB Team's qualifications and relevant experience, as indicated in its SOQ. A Review Committee appointed by the City for this procurement will individually evaluate the SOQs according to the criteria and weighting as indicated for each category. Following evaluation of the SOQs, a final list of the highest ranked DB Teams will be determined for each service area. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

#### **B.** FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the DB Teams to reveal a final DB Team. The City will then notify each of the candidate DB Teams of the final rankings.

The contract will be for the term of one (1) year, with the consideration of a one-year extension based on successful completion of work and mutual agreement. The City will determine the value of each contract based on projected City needs, available budget and the selected professional service categories.

Selected DB Team will be required to execute and meet the terms of the City's standard Professional Services Agreement and Construction Services Contract, including insurance requirements, Exhibit A, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

#### C. TERM OF CONTRACT

The contract resulting from this request shall commence once fully executed, for an initial term of one (1) year, with the consideration of a one-year extension based on successful completion of work and mutual agreement. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

# **D.** TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

#### **E. PROTEST POLICY**

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking

clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful DB Teams. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- F. This Agreement shall be construed under the laws of the State of Arizona.
- **G.** This Agreement represents the entire and integrated Agreement between the City and the Contractor 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 Contractor. 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.
- **H.** 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.
- I. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor may be legally liable.
- J. 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.
- K. Contractor Immigration Warranty

Contractor 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 subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor 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 Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor 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 Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

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

- L. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- **M.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, DB Team certifies that the DB Team does not currently, and agrees for the duration of the contract that it will not, use:
  - 1. The forced labor of ethnic Uyghurs in the People's Republic of China
  - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - 3. Any DB Team, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the DB Team becomes aware during the term of the Contract that the company is not in compliance with the written certification, the DB Team shall notify the City of Prescott

within five business days after becoming aware of the noncompliance. If the DB Team does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract terminates.

- **N.** Contracting with small and minority DB Teams, women's business enterprise and labor surplus area DB Teams:
  - 1. The Company will take all necessary affirmative steps to assure that minority DB Teams, women's business enterprises, and labor surplus area DB Teams are used when possible.
  - 2. Affirmative steps shall include:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
    - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

# V. ATTACHMENTS

- A. Non-Collusion Affidavit Form
- **B.** Insurance Requirements
- C. Sample Design-Build Contract
- **D.** Project Scoping Report
- E. Conceptual Plan
- F. Original School Building Plans

# **NON-COLLUSION AFFIDAVIT FORM**

# STREETS DIVISION ADMINISTRATION BUILDING

State of		
County of		
	(Name)	, affiant, the
	(Title)	of
	(1110)	

(Name of Company)

The person, corporation, or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

В	y:	
		Signature
		Title
		Email
Subscribed and sworn to before me this	day of	, 2023.

Signature of Notary Public

**Commission Expires** 

# **INSURANCE REQUIREMENTS**

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.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

#### **ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

#### Additional Insured: City of Prescott 201 N. Montezuma Street Prescott AZ 86301

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to <u>coi@prescott-az.gov</u> AND <u>fandboperations@prescott-az.gov</u>. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

# **NOTICE OF CANCELLATION:**

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

# **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. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

# **VERIFICATION OF COVERAGE:**

Contractor 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.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability - Occurrence Form -

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

•	General Aggregate	\$ 3,000,000
•	Products – Completed Operations Aggregate	\$ 3,000,000
٠	Personal and Advertising Injury	\$ 1,000,000
٠	Each Occurrence	\$ 1,000,000
٠	Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

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

"The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard."

Business Automobile Liability: 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

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

"The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

Worker's Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability)

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

- 1. 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.
- 2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

Such policy shall not exclude coverage for the following:

- 1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
- 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
- 3. Injury to or destruction of any property arising out of blasting or explosion.
- 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident

which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).



# **Professional Services Agreement**

# **Streets Division Administration Building**

# **Contract No. 2024-\*\*\***

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 local and State Law; and

WHEREAS **\*\*** (hereinafter referred to as "Professional"), has expertise in providing design and construction services per the specifications in the request for statement of qualifications.

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 the \*\* Project as indicated in Exhibit "A" (Request for Statements of Qualifications, Statement/Proposal, and Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of \*\*) and as requested by the City Public Works Director (hereinafter referred to as "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 for a period of \*\* (\*\*) \*\*, commencing on a fully executed contract.
- 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. § 38-511, the City 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 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 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 Street Prescott, Arizona 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 up to \*\* dollars and \*\* cents (\$\*\*) 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 by 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 services/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 services/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 services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/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. § 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. Subject to the limitations of A.R.S. § 34-226, 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 Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/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 additional/extra services/work.

(B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/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 services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/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 services/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 services/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 services/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's fee proposal.

(F) If the Professional claims that any instructions involve additional/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 services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore 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 additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments over \$50,000.00 must be approved by City Council.

- 23. The Professional, with regard to the services/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.
- 24. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans 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 Professional 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, Professional hereby warrants to the City that the Professional 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 "Professional 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. Professionals agree 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 subcontractors to ensure compliance with the Professional 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(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.

- 25. 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.
- 26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
- 27. Israel: Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
- 28. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor /Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
  - 3. The forced labor of ethnic Uyghurs in the People's Republic of China
  - 4. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - 5. Any Contractor / Vendor /Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor / Vendor /Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor /Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract terminates.

29. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

- 1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 2. Affirmative steps shall include:
- f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- j. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- 30. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
- 31. 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.

# **Construction:**

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for him/herself, his heir, executors, administrators, successors and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: **\*\*** Project and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The Request for Statement of Qualifications, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of \*\*, 20\*\*, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**ARTICLE III - TIME OF COMPLETION:** The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, unless such commencement of work is mutually agreed to be extended by the parties due to material unavailability and delayed lead times. The Contractor will complete the work within \*\* (\*\*) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the City

Supplement to MAG. The contract will close 60 days after the substantial completion date, to finalize the payment process.

**ARTICLE IV - COMPENSATION:** Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221. If the Contractor claims that any instructions involve additional/extra cost, 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 services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 must also be approved by City Council.

**ARTICLE V – CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

**ARTICLE VI - AMBIGUITY:** 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 the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

**ARTICLE VII - NONDISCRIMINATION:** The Contractor, 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 subcontractors, including procurement of materials and leases of equipment. The Contractor 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.

**ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor 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 other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he 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, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

**ARTICLE IX - CITY FEES:** Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$\*\*.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$\*\*.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

**ARTICLE XI - OTHER WORK IN PROJECT AREA:** The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

#### **ARTICLE XII - BONDS:**

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds 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 A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

# **ARTICLE XIII – SUBCONTRACTORS:**

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure to pay for all labor performance and materials furnished for the performance of said project when completed.

# **ARTICLE XIV – INDEMNITY:**

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to

conform to any Federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

# **ARTICLE XV – RIGHT TO ASSURANCE:**

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

# ARTICLE XVI – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contractor shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

# **ARTICLE XVII - MISCELLANEOUS:**

- A. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.
- B. 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 Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- C. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.
- D. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.

- E. 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 Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G. 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 Street	**
Prescott, Arizona 86301	**

- H. This Agreement shall be construed under the laws of the State of Arizona.
- I. This Agreement represents the entire and integrated Agreement between the City and the Contractor 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 Contractor. 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.
- J. 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.
- K. 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.
- L. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- M. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

- N. 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.
- O. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.
- Q. Employees on Public Works Construction Projects: E-Verify Requirements:
  - 1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
  - 2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Contractor Immigration Warranty"). The Contractor further understands and acknowledges that:
    - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
    - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
    - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the

Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

- d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.
- R. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
- S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
  - 6. The forced labor of ethnic Uyghurs in the People's Republic of China
  - 7. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - 8. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- T. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
  - The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
     Affirmative steps shall include:
    - k. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
    - 1. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - m. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
    - n. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

o. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Dated this	day of	, 2023.
City of Prescott, a m	unicipal corporation:	Firm / Contractor, **:
Philip R. Goode, Ma	yor	** (Signature)
		By:(Printed Name)
		Title:
		Email:
ATTEST:		APPROVED AS TO FORM:
$\mathbf{\lambda}$		
Sarah M. Siep, City	Clerk	Joseph D. Young, City Attorney

# **Final Payment Acknowledgement**

To the City of Prescott, Arizona:

```
**Contractor company name**
**Address**
**city, state, zip**
**Email**
```

\*\*Contractor Name\*\*, has submitted the final pay application for the Streets Division Administration Building project in the consideration of:

\$\_\_\_\_\_

(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

)	
) ss. )	
e by	
,2	0

Notary Public

**Commission Expires** 

# Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

(Send in after 2-year Warranty)

Project: Streets Division Administration Building

To the City of Prescott, Arizona:

- 1. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.
- 2. The Undersigned, for the consideration of \$\_\_\_\_\_

(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this	day of		, 20
(Authorized Signa	ature)		
By:			
Title:			
State of County of	) ) ss. )		
SUBSCRIBED AND SWORN to be	efore me by		
this day of		, 20	

Notary Public

**Commission Expires** 



Public Works Department

433 N. Virginia Street Prescott AZ 86301 928-777-1130

#### Project Scoping Report August 1, 2023

#### **Project Description**

Project Name:

Streets Division Administration Building

Project Type: CIP Number: Project Account No.(s) Funding Sources: Design/Build 2306-002 2157810-8410-24050 Streets Fund

#### Phase Schedule:

	Begin	End
PS&E	FY23	FY24
ROW	N/A	N/A
Construction	FY24	FY25

#### **Project Team**

Technical		
Project Review Team: Project Manager – George Henderson		enderson
	Capital Program Manager- T	im Sherwood
	Deputy Public Works Director – Janet Ramsay	
	Streets Superintendent – Brian Scott	
	Utilities Manager – Steven Olfers	
	Sr. Infrastructure Analyst – Ben Burns	
	Environmental Coordinator -	
Prime Designer/Builder:	TBD	
Sub-Designer/Builders:	Environmental/Permitting:	TBD
C	Public Involvement:	TBD
	Geotechnical:	TBD
	Architect:	TBD
	Civil Engineer	TBD

# <u>Goal Statement</u>

The project goal is to deliver a quality project on time that accomplishes the design and ultimate construction of the Streets Division Administration Building at 1540 Sundog Ranch Road at the old Wastewater Treatment Plant.

#### **Project Description**

The City is seeking a design/build team to perform all engineering design and construction of the Streets Division Administration Building.

As the old Wastewater Treatment Plant (WWTP) at 1500 Sundog Ranch Road is relocating to the Airport Treatment Facility, portions of the old site will be decommissioned. The Streets Maintenance Division will be incrementally relocating their operations to vacated portions of the old treatment plant. The initial phase involved construction of the snow equipment facility. This phase is to construct the new Streets Division Administration Building.

The City has acquired the steel building components of a 125' X 125' building. The building components are stored at the old wastewater treatment plant on Sundog Ranch Road, and at other City owned facilities. This project includes retrofitting the building components to suit the future needs of the Streets Division.

The work includes design and construction of the building at large and of office spaces, restrooms, ready room, locker rooms, equipment bays, storage areas, conference room, records storage room, dormitory, fitness center, mezzanine, and so on within the building.

The work includes all site excavation, grading, paving, drainage, and utilities.

#### **General Scope of Services:**

The scope of design services required is consistent with the current City of Prescott standard Design Services Contract.

The Design/Build Contract will be broken into three phases:

- Phase 1 Design and Engineering Services.
- Phase 2 Site development, to include earthwork and building pad construction.
- Phase 3 Building Construction, to include building and all remaining exterior work.

Design phase services are anticipated to include architectural, structural, mechanical, electrical, plumbing, utilities, and related work.

Design phase services by the Design/Build team shall include but will not be limited to the following:

- Research the original building plans and generate plans that are consistent with Streets Division needs. Attached hereto is a conceptual floor plan.
- The City to provide the Steel Erection Manual, Bill of Lading, Load List, and other information from the original building plans the City acquired separately.
- Provide detailed cost estimating and knowledge of marketplace conditions.
- Prepare a complete and comprehensive set of construction plans and specifications consistent with City standards.
- Design new exterior site work including any imported fill, grading, concrete aprons and driveways, walkways, parking lot paving, site walls and fencing, and site lighting, as required.
- Electrical lines and connections, as required. Design/Build team to design electrical plan for the new facility, to include exterior lighting.
- Electrical plan to include a backup generator.
- Consideration shall also be given to a solar system to enhance power to the facility.
- Design to include fire suppression system.
- Water distribution lines and connections, as required. An eight-inch water main was extended from Sundog Ranch Road to the new snow equipment facility with an eight-inch stub-out installed for future connection to a water main to the new maintenance building.
- Sewer design as required.
- Natural gas distribution lines and connections, as required.
- Drainage improvements, as required to provide for positive drainage.
- Pave the existing drive-in entrance with asphalt concrete pavement.
- Provide alternate systems evaluation, value engineering and constructability studies.
- Advise City of ways to gain efficiency in project delivery.
- Provide project planning and scheduling, to include obtaining a building permit from the City.

Design/Build team is to evaluate schedule and make recommendations on a process to expedite the design/construction milestones.

# **Project Limits - Existing Conditions:**

- The Streets Division Administration Building will be built on relatively flat ground where previously open ground existed.
- Existing boulders between the existing fence and Sundog Ranch Road shall be removed and properly disposed away from the site.
- Existing fence to be relocated as shown on the conceptual plan.
- The area shall be graded and backfilled per the recommendations of a soils investigation report.
- Crushed concrete miscellaneous base material from the City's transfer station inert material site may be available.
- The address of the proposed facility shall be 1540 Sundog Ranch Road.

# **General Scope of Services:**

The scope of design and construction phase services required is consistent with the current City of Prescott standard Design/Build Services Contract. A copy of this contract template is provided as an appendix to the RSOQ packet.

The Designer/Builder will begin with the design phase services and will hold the construction contract with the City for construction of the project. Design phase services are anticipated to include architectural, structural, mechanical, electrical, plumbing and related work. At a mutually agreed to point prior to construction, the Designer/Builder will assume the risk of delivering the project through a guaranteed maximum price. The Design/Build contractor will be responsible for construction means and methods and will be required to solicit bids from pre-qualified subcontractors to perform the work. The Design/Build contractor will not be required to self-perform portions of the work but may competitively bid to do so. There will be no limit to the amount of self-performance of the Design-Build contractor allowed by the City of Prescott.

- A. Design phase services by the Designer/Builder shall include but will not be limited to the following:
- Provide detailed cost estimating and knowledge of marketplace conditions.
- Prepare a complete and comprehensive set of construction plans and specifications.
- Provide for construction phasing and scheduling to deliver the project in a timely manner.
- Provide alternate systems evaluation, value engineering and constructability studies.
- Advise City of ways to gain efficiencies in project delivery.
- Select subcontractors/suppliers for this project.
- Provide project planning and scheduling.
- B. Construction phase services by the Design-Builder may include but will not be limited to the following:
- Complete construction of the facility in accordance with plans and specifications.
- Coordinate with various City departments, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Bid, award, and manage all construction related contracts.
- Provide quality controls.
- Bond and insure the construction.
- Address all federal, state and local permitting requirements.
- Deal with Owner issues.
- Maintain a safe work site for all project participants.

The scope of construction services required is consistent with the current City of Prescott standard Construction Contract.

- C. The City of Prescott shall not be responsible for acts of the contractor, subcontractors, equipment suppliers or installers, or other entity outside of the City's control, including:
- Default or non-performance, or failure to fulfill contract obligations.
- Defects in materials or workmanship.
- Additional costs of change orders that are not specifically due to negligent errors or omissions on the part of the architect or its subcontractors.
- Work required due to unforeseen or hidden existing conditions.
- The contractor's selection of means or methods of construction.
- Jobsite safety or environmental concerns.
- Actions or approvals by authorities having jurisdiction related to the construction process.
- Construction scheduling or actual cost of construction. Alternate bids may be used to help control the budget.
- D. During design and / or construction, the Designer/Builder will be responsible for the following services:
- Design and drawings for modifications to the existing concept plan. Preparation and updating of all construction cost estimates and schedules.
- Preparation and distribution of meeting minutes during the design and construction phases.
- Any required materials testing, performance testing, or technical reports for distribution to outside agencies.
- Prepare and maintain on the site as-built redline drawings. At the conclusion of construction, the contractor will provide the owner and architect with final as-built drawings in electronic format.

#### Associated Project Studies:

• N/A

#### Adjacent Public CIP Projects:

• N/A

#### Adjacent Private Development Projects:

• N/A

#### Related Documents:

- Tri-City Prep Building Plans.
- Conceptual Plan.

#### Public Involvement:

• Notification to Wastewater personnel during construction activities.

#### Existing Utilities:

- There are existing utilities along Sundog Ranch Road and within the treatment plant. The Design/Build team will research and locate existing utilities that may impact the new facility.
- An eight-inch water main was extended from Sundog Ranch Road to the new snow equipment facility with an eight-inch stub-out installed for future connection to a water main to the new maintenance building.
- Designer/Builder to design sewer system. There is an existing sewer main in the access road at the WWTP that may be considered for connection. Should that not work, a force main may be required to the existing sewer main in Sundog Ranch Road.

# Utility Relocation Issues:

• TBD

# Drainage Design

- Grade to drain to existing drainage paths.
- Study to determine if extra storm water storage is required.

#### Environmental Constraints – Required Permits:

It is anticipated that the project will need to include compliance with AzPDES and will require a construction SWPPP and proper sediment control BMPs will need to be incorporated into the plans, specifications and construction methods.

A pre-determination for any listed endangered species that may be impacted within the project vicinity may be required, along with an evaluation, if deemed necessary from the pre-determination.

#### <u>100-Year Floodplain</u> –

• N/A

# Yavapai County -

• N/A

#### Other Municipalities

• N/A

#### Archaeological/Cultural Issues -

• N/A

# Endangered Species Act (ESA) -

• A pre-determination for any listed endangered species that may be impacted within the project vicinity, along with an evaluation, if deemed necessary from the pre-determination.

#### Required Environmental Permits/Approvals -

- AZDOT Permit N/A
- AzPDES Permit SWPPP and NOI
- Building location is at a facility subject to AZPDES MSGP coverage. That and Prescott City Code would require first flush treatment for stormwater runoff from the proposed facility. This would most easily be achieved by creating vegetated swales or basins along the perimeter of the proposed facility (similar to what currently exists at the Transfer Station entrances and north end).
- Disturbed area would appear to exceed the 1 Acre threshold so AZPDES CGP coverage would be required, as noted.
- FEMA N/A
- ADWR N/A

#### **Construction Services Requirements:**

Construction Issues:

• TBD

#### City Liability and Risk Assessment

- Coordination of construction sequence required to minimize impacts to ongoing wastewater treatment plant activities.
- Security during and after construction.

#### Construction Standards

All construction shall be per City of Prescott General Provisions and Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, as a minimum.

Construction shall accomplish all of the goals listed above as a minimum.

#### **Project Closeout:**

The Designer/Builder shall generate the As-built plans and As-built certification.

The Designer/Builder shall provide the Engineer's Certification of Final Cost and Completion Report.

The Designer/Builder shall submit final inspection reports prior to final acceptance.

The Designer/Builder shall acquire the Certificate of Occupancy.

The Designer/Builder shall submit the Contractor's Affidavit of Settlement of all Claims prior to final payment.

# **City of Prescott Parties to the Work and Responsibilities:**

#### **Owner:**

The City of Prescott, as the owner of the Wastewater Treatment Plant and represented by the City Public Works Department, will provide review and final acceptance of all contractual matters and the technical acceptance of the final completed work.

#### **Program Manager:**

The Capital Program Manager, Tim Sherwood, represents the Owner in contractual issues and final technical acceptance of the completed work. The Capital Program Manager is responsible for the City's Capital Improvements Program. He will directly oversee the activities of the Project Manager related to contractual and scheduling matters. He will recommend acceptance of the work by the Owner based on confirmation that all construction and testing is in compliance with the approved plans and specifications. He will provide preliminary approval of all contractual matters and make acceptance recommendations to the Owner for progress payments and completed work.

As the supervisor of the Construction Inspections staff the Capital Program Manager will assure that proper inspection is scheduled. He will periodically visit the site to observe work in progress and to review that the quality control is being implemented properly. He will coordinate with the Public Works Director on any technical issues requiring correction that have not been resolved at a lower level.

#### **Project Manager:**

The City's CIP Project Manager, George Henderson, is responsible for the overall and day-today contractual relations with the Designer/Builder. This includes, but is not limited to, monitoring the Designer/Builder's progress is in conformance with the approved schedule, identifying and resolving any scheduling or contractual issues with the Designer/Builder, reviewing and approving Designer/Builder's progress payment requests prior to forwarding to the Capital Program Manager, attending weekly progress meetings, site visits, review of QC and QA inspection and reports, coordination of inspection activities.

# **Utilities Engineering:**

The City Utilities Manager, Steve Olfers, and the City Senior Infrastructure Analyst, Ben Burns represent the owner in technical acceptance for the city owned utility work. They will interface with the activities of the Project Manager and Construction Inspector related to technical and contractual matters. They have knowledge of existing city owned utilities and how to utilize them. They will be kept appraised of field progress and decisions by the Construction Inspector and perform periodic observation of the work in progress. They will recommend acceptance of the work by the Owner based on confirmation that the work is completed in compliance with the approved plans and specifications.

#### **Construction Inspector:**

The City Construction Inspector, yet to be assigned, will be a near full time on-site person responsible for the monitoring and documentation of all aspects of the construction activities of the Contractor, subcontractors, and quality control testing firm. The Construction Inspector is responsible to the Project Manager for scheduling and for technical matters and for contractual matters. He will coordinate all design and construction issues with applicable team members, coordinate all liaison activities, and provide on-site construction observation. He will direct quality assurance testing required by the Quality Control Plan for conformance to the approved plans and specifications and will provide preliminary acceptance of the work. He will require Contractor confirmation of quantities for payments and preliminarily approve all contractual related matters, including progress payments prior to submittal to the Project Manager.

#### **Streets Division:**

The Streets Division is the ultimate owner of the facility. The Streets Superintendent, Brian Scott will provide general oversight of the work progress and will provide input should design questions arise that could affect the functionality of the facility.

# **Design Deliverables (Final List subject to negotiation)**

- 1. <u>Project Kick-Off Meeting.</u> The Designer/Builder 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 Designer/Builder 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 organizational chart showing the relationship of all the team members and any submittals required contractually.
- 2. <u>Design Schedule</u>. The Designer/Builder will be required to submit a detailed schedule depicting all major tasks and primary submittal dates for approval by the City. Thereafter, the Designer/Builder shall submit monthly project schedule updates in the

same format and shall highlight and provide justification for any changes to the approved schedule. The Designer/Builder shall include 3 weeks for each of the City review periods.

- 3. <u>Public Meetings.</u> There is no anticipated need for a public meeting.
- 1. <u>Survey.</u> The Designer/Builder will be required to provide survey services in the preparation of design drawings which will include, at a minimum, the following: establishment of project survey control and topographic mapping. The Designer/Builder shall provide the following applicable survey deliverables to the City: (1) copies of level loop field notes, (2) full topographic survey including 1-foot contours and all existing natural and manmade features. See Attachment 'A' for specifications.
- 2. <u>Survey Monument Preservation and Perpetuation.</u> The Designer/Builder will be required to provide survey services in the preservation and perpetuation of existing survey monuments for the project. When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and documented in the design drawings. New monuments, or monuments installed to replace existing monuments will require post-construction survey services which includes verification and stamping of installed monuments, and preparation and recordation of a Post Construction Results of Survey. See Attachment 'A' for specifications.
- 3. <u>15% Conceptual Plans.</u> Designer/Builder will be required to provide a set of conceptual set of project plans, based on the design schedule approved by the City. An analysis of potential alternate design considerations shall be prepared at this time. The Designer/Builder will meet with the City to review the conceptual plans to ensure that the City's goals for the project are understood by the Designer/Builder.
- 4. <u>30% Preliminary Design Report and Preliminary Construction Cost Estimate.</u> The Designer/Builder t 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 based on the design schedule approved by the City. An analysis of alternate design considerations shall be included in this submittal. Following the City reviews, the Designer/Builder 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.

During Scope and fee negotiations, there will be discussion about eliminating the 30% submittal. If deleted, the 30% requirements will be shifted to the preliminary stage.

5. <u>Utility Potholing.</u> 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 Designer/Builder shall provide up to ten (10) utility potholes.

# 6. Utility Research and Coordination.

- A. Designer/Builder shall coordinate with utility companies and the City to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG.) Designer/Builder shall show all existing and proposed utilities on all plan and profile sheets.
- B. Designer/Builder shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities during the project's construction.
- C. Designer/Builder shall work with the City to coordinate the early determination of facilities that may be abandoned or deactivated.
- D. Designer/Builder shall be responsible for identifying the horizontal locations of all utilities within the project limits prior to the Preliminary (30%) design.
   Designer/Builder shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. Designer/Builder shall incorporate the utility company comments into the base maps and show any known easements.
- E. Designer/Builder shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. Include overhead conflicts which might the proposed improvements.
- F. Designer/Builder shall send a letter to each utility company notifying them of the project and defining the project scope and timeline and shall also send plans at each submittal phase to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned improvements. Designer/Builder shall incorporate the utility company construction requirements into the bid documents.
- G. Designer/Builder shall provide the utility companies with electronic base files or other pertinent information if necessary for the utility companies to design the relocation of their facilities. Designer/Builder shall request a letter from each utility impacted by the planned improvement identifying a timeline for relocating their facilities.
- H. Prior to 60% plan submittal, Designer/Builder shall develop preliminary alignments of City utilities requiring relocation for which the City has requested an alignment design. Designer/Builder shall submit preliminary locations to each utility for review along with a request for written response from each utility. Based upon input from the 30% plans, the Designer/Builder shall submit a revised design completion schedule, including any relocations scheduled by utilities.
- I. At 60% design, the City will coordinate a utility coordination meeting with all utility companies if necessary.
- J. For each submittal to the utility companies, the Designer/Builder shall provide the City with a written record of receipt as well as a copy of the Utility Companies response.

- K. Designer/Builder shall work with the City's Project Manager to facilitate utility coordination meetings at 60%, and 90% (if necessary) submittal. Appropriate exhibits depicting utility relocations as applicable shall be provided at 60% and 90% design submittals.
- L. Designer/Builder shall review all utility plans for constructability within the project limits.
- M. Designer/Builder to verify relocated utilities (survey horizontal and vertical alignments) and document information on project design plans.
- N. Prior to submittal of Final (100%) construction documents, Designer/Builder shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed City, and that such relocations will not impact the proposed construction schedule of the City's project. Utility Clearance letters from each utility stakeholder shall also be submitted for the project.
- 7. <u>Geotechnical Investigation and Recommendations.</u> A geotechnical report will be prepared to identify subsurface conditions and need for any special equipment for excavation. Three (3) soil borings up to ten (10) feet in depth will be performed and a geotechnical report will be prepared. Boring logs will be provided. Pavement sections and options will be identified, with recommendations. Findings in the geotechnical report will be incorporated into the design and specifications. Geotech should plan support during construction to verify cut slope stability and pavement section.
- 8. <u>Preparation of Preliminary (30%) Design.</u> The preliminary design shall identify existing 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 preliminary 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.
- 4. <u>Preparation of Preliminary (60%) Design.</u> Review comments shall be solicited, received and addressed by the Designer/Builder. Conflicts or plan deficiencies that were identified from the 30% review shall be addressed with a detailed approach for mitigation of these conflicts and deficiencies.

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. Any deviation(s) from the boilerplate shall be brought to the City's attention.

- 5. <u>Preparation of Pre-Final (90%) Plans, Specifications, and Estimate for Submittal to</u> <u>City and Utility Companies.</u> Final review comments shall be solicited, received, and addressed by the Designer/Builder.
- 6. <u>Regulatory Agency Review.</u> Not anticipated.
- 7. **Preparation of Easement Legal Descriptions and Map/Drawings.** N/A
- 8. <u>*Pre-Final (90%) Design Meeting.*</u> A meeting will be held between the Designer/Builder and the City to discuss any revisions or additional work required for generation of final (100%) plans and specifications.
- 9. *Final Concept Stakeholder/Public Meeting.* N/A
- 10. <u>Preparation of Final (100%)Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate.</u> 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 electronically (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). The Designer/Builder 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.
- 11. <u>Monthly Progress Meetings.</u> In addition to those meetings indicated above, the Designer/Builder shall meet monthly with the City to discuss the project status and any pertinent issues.
- 12. <u>Benchmarks.</u> The Designer/Builder 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.
- 13. <u>Provision of Post-Design Design Services.</u> The Designer/Builder 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.
- 14. <u>Meeting Minutes.</u> The Designer/Builder shall be responsible for recording and preparing accurate minutes from all meetings involved with the project. The minutes shall be submitted to the Public Works Department electronically and must be compatible with Microsoft Word.

# Miscellaneous Other Deliverables

• Technical Design Reports

- SWPPP Plan
- Other as may be required

# **Post-Design Construction Services**

- Submittal / RFI reviews
- 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. Designer/Builder to be retained as Engineer of Record during construction phase.
- Requirements set forth in the City boiler plate General Conditions shall be prevail.

# City of Prescott CIP Project General Submittal Requirements

In order to maintain a consistent and effective review of the plans, to improve the quality of construction and to reduce the potential for change orders during construction, it is important for the following necessary information to be provided. This is a general overall summary of the CIP submittal requirements, not all requirements will be applicable to all projects. All work shall conform to the General Engineering Standards.

#### **15% Conceptual Plan Development**

- 1. Two-dimensional project layout on aerial background with layout, slope cuts/fills and preliminary right-of-way superimposed on appropriate scale for project.
- 2. Identify existing utilities, drainage, pavement, sidewalks, fencing, etc.
- 3. Identify options, issues, project understanding, and potential alternatives.
- 4. Identify need for as-builts for various site conditions.
- 5. Identify potential conflicts with utilities, drainage, structures etc. within right of way or project site.
- 6. GIS topography, city owned utility locations per as-builts are available to Designer/Builder.
- 7. A tabletop review meeting between City staff and Designer/Builder to discuss the project and provide direction to get to 30% Preliminary Plan Development.

#### 30% Preliminary Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)

- 1. Preliminary Basis of Design Report to include, but is not limited to the following:
  - a) Preliminary Water Design Report.
  - b) Preliminary Sewer Design Report.
  - c) Preliminary Drainage Design Report.
  - d) Geotechnical report.
  - e) Pavement section recommendations.
  - f) Utility conflicts and relocations (dry and wet utilities).
  - g) Identification of potholing needs; utility coordination.
  - h) Preliminary total Estimated Quantities and Engineer's Estimate of Probable Cost.
  - i) Value Engineering Study (projects > \$1 million)
  - j) Alternatives Analysis.
  - k) Archeological pre-determination, if deemed necessary.
  - 1) Endangered species pre-determination, if deemed necessary.
- 2. 30% Plans, to include but is not limited to the following:
  - a) Preliminary Geometric Layout, including streetscape, water quality and safety considerations.
  - b) Horizontal control plan.
  - c) Preliminary plan and profile for all required facilities road, water, sewer, drainage.
  - d) Preliminary typical sections.
  - e) Preliminary slope cut/fill limits.
  - f) Preliminary water system improvement layout.
  - g) Preliminary sewer system improvement layout.

- h) Preliminary drainage system improvement layout.
- i) Retaining/Sound wall locations, approximate heights, and type.
- 3. 30% submittal shall include five hard copies of each item, organized and appropriately bound, and one computer disk or flash drive with the full submittal package thereon.

#### 60% Design Development Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)

- 1. 60% Basis of Design Report to include, but is not limited to the following:
  - a) Water design report.
  - b) Sewer design report.
  - c) Drainage report/analysis.
  - d) Geotechnical report.
  - e) Structural design report.
  - f) Pavement section recommendations.
  - g) Utility coordination report.
  - h) Land acquisition estimate.
  - i) Special Provisions, including landscape requirements and slope stabilization.
  - j) Total Estimated Quantities and Engineer's Estimate of Probable Cost
  - k) Value Engineering Study (projects > \$1 million)
  - 1) Variance modification requests (as required).
  - m) 30% comment resolution form with resolution.
- 2. 60% Plans to include, but is not limited to the following:
  - a) Geometric Layout, including streetscape, water quality and safety considerations.
  - b) Horizontal control plan.
  - c) Plan and profile for all required facilities road, water, sewer, drainage, walls.
  - d) Typical sections.
  - e) Slope cut/fill limits.
  - f) Water system improvement layout.
  - g) Sewer system improvement layout.
  - h) Drainage system improvement layout.
  - i) Utility conflicts and relocations (dry and wet utilities).
  - j) Potholing data.
  - k) Detail sheets.
  - l) Construction notes.
  - m) Erosion Control Plan.
  - n) Cross Section sheets
- 3. 60% submittal shall include five hard copies of each item, organized and appropriately bound, and one computer disk or flash drive with the full submittal package thereon.

#### 90% Draft Final Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)

- 1. Final Basis of Design Report to include, but is not limited to the following:
  - a) Final water design report.
  - b) Final sewer design report.
  - c) Final drainage report/analysis.
  - d) Geotechnical report.
  - e) Structural design report.

- f) Pavement section recommendations.
- g) Utility conflicts and relocations (dry and wet utilities). Utility coordination, draft clearance correspondence.
- h) Special Provisions, including landscape requirements and slope stabilization.
- i) Total Estimated Quantities and Engineer's Estimate of Probable Cost.
- j) Variance modification requests (as required).
- k) 60% comment resolution form with resolution.
- 2. 90% Plans to include, but is not limited to the following:
  - a) Final water system improvement layout.
  - b) Final sewer final system improvement layout.
  - c) Final drainage system improvement layout.
  - d) Final Geometric Layout, including streetscape, water quality and safety considerations.
  - e) Final Horizontal control plan.
  - f) Final Plan and profile for all required facilities road, water, sewer, drainage, walls.
  - g) Final Typical sections.
  - h) Slope cut/fill limits.
  - i) Detail sheets.
  - j) Construction notes.
  - k) Erosion Control Plan.
  - 1) Cross Section sheets
- 3. Submit plans to all agencies required for permitting (ADEQ, DWR, ADOT, other municipalities, etc.)
- 4. 90% submittal shall include five hard copies of each item, organized and appropriately bound, and one computer disk or flash drive with the full submittal package thereon.

#### 100% Final Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)

- 1. Improvement plans.
- 2. Submittal of all final technical reports.
- 3. Pothole report.
- 4. Utility clearance letters.
- 5. Special Provisions.
- 6. Total Estimated Quantities and Engineer's Estimate of Probable cost.
- 7. Approved permits (ADEQ, DWR, ADOT, other municipalities, etc.).
- 8. 90% comment resolution form with resolution.
- 9. 100% submittal shall include five hard copies of each item, organized, and appropriately bound, and one computer disk or flash drive with the full submittal package thereon.

#### Bid Ready P.S. & E (Sealed and signed documents)

- 1. Improvement plans (Paper, AutoCAD, and pdf).
- 2. Submittal of all final Technical Reports.
- 3. Pothole report.
- 4. Utility clearance letters.
- 5. Special Provisions.
- 6. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
- 7. Approved permits (ADEQ, DWR, ADOT, other municipalities, etc.)

8. 100% comment resolution form with resolution.

# Post-Design Requirements (Mylar, PDF and AutoCAD)

- 1. Bid assistance.
- 2. Submittal Review.
- 3. RFI response.
- 4. Special Inspections, as required.
- 5. As needed attendance at weekly construction meetings.
- 6. As needed construction review, survey and observations to prepare as-builts and completion of Engineer Certificate of Completion, ADEQ Approval of Construction, and other finalization of permits.
- 7. Preparation of As-builts/Record Drawings in conformance with the General Engineering Standards.

# **Definitions**

**15% Conceptual:** General design idea or plan based upon experience and judgment from other comparable work. Cursory plan view illustrations: calculations not required.

**30% Preliminary:** Introductory, but reasonably accurate, design element or feature. General consistency with design standards. Plan view illustration. Rough calculations and notes. First run models.

**60% Design Development:** Detailed design elements or features. Consistency with design standards. Plan and profile view plans. Detailed calculations and notes. First run models.

**90% Draft Final:** Final design elements or features. Final detailed plan and profile view plans. Final calculations and notes. Final run models. Final Special Provisions.

**100% Final Plans:** Complete bid ready design of elements or features. 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.

**Bid Ready:** Complete bid ready design of elements or features. 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. All documentation to be ready to bid.

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

**Post Design:** Engineering Designer/Builder services during bid and construction.

# **Major Milestones**

Milestone	Tentative Date
Advertise RFP/RSOQ	August, 2023
Receive SOQs	September, 2023
Award Design/Build Contract	November, 2023
100% Plans and Specs complete	February, 2024
Begin Construction	April, 2024
Construction Complete	December, 2024

# <u>Approvals</u>

THERE D	Date	8/2/2023			
Tim Sherwood, Capital Program Manager	r				
Janet Digitally signed by Janet Ramsay DN: on-Janet Ramsay. cuUS, o=City of Prescott, ou=Public Works, email=janet.ramsay@prescott-az.gov Date: 2023.08.02.13:26:59.07:00	Date	8-2-2023			
Janet Ramsay, Deputy Public Works Director					
Gwen Digitally signed by Gwen Rowitsch					
Rowitsch <sup>Date: 2023.08.04</sup> 10:46:42 -07'00'	Date	8-4-2023			

Gwen Rowitsch, Public Works Director

# ATTACHMENT 'A'

#### DESIGN SURVEY

The Consultant shall perform project survey services as detailed below:

#### • A. PROJECT SURVEY CONTROL:

- The Consultant shall perform a ground survey to establish physical horizontal and vertical survey control monuments throughout the project limits referenced to the City's horizontal and vertical datum as defined in the City's General Engineering Standards Article 8.
- Survey control monuments shall be:
  - substantial monuments (rebar with aluminum cap, scribed 'x's in concrete, PK nails, etc.)
  - intervisible to the next closest monument(s)
  - not to exceed a linear distance of 500 feet between monuments
  - established in areas not likely to be disturbed during construction
- The horizontal positional tolerance of a survey control monument shall not exceed 0.05 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is equal to or smaller than the required tolerance.
- It is acceptable to transfer elevations to the project site utilizing GPS equipment, best practices, and procedures, however, the elevations for the network of project survey control monuments shall be established by differential leveling methods.
- Survey control monuments shall meet Third Order Vertical Control requirements. Third Order Vertical Control requires closure of the level loop within 0.05' x √M, where M is the total length of the level loop segments, in units of miles. A copy of the survey field notes shall be provided to the City with the closure calculation shown.
- These requirements establish the minimum requirements, but dependent upon project scope, may be modified by permission of the City.

#### • B. SURVEY MONUMENT PRESERVATION AND PERPETUATION:

- When monuments exist within the project limits that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located by the Consultant. The Consultant shall make a diligent search for, and locate monuments lying within the streets, highways, or other rights-of-way, (including any that may have been paved over) and any monuments that are likely to be disturbed by construction lying outside the streets, highways, or other rights-of-way.
- The horizontal positional tolerance of a measured monument shall not exceed 0.06 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is

equal to or smaller than the required tolerance.

- Any monuments uncovered or found during the course of construction shall not be disturbed or removed until observed, located, and referenced by the Consultant.
- The monuments and their data shall be shown on the design plans in accordance with the <u>Civil</u> <u>Design Plans Survey Checklist.</u>

#### • C. TOPOGRAPHIC SURVEY:

- The Consultant shall perform a full topographic survey of all existing natural and manmade features including, but not limited to:
- Curb and gutter
- Median curb
- Catch basins
- o Scuppers
- Fences
- Trees >4" dia., incl. diameter and drip line
- o Mailboxes
- Public and private irrigation
- Plants and shrubs
- Adjacent finished floors
- Ground elevations at r/w line
- Centerline, grade breaks, and edges of

#### driveways

- Grade breaks for topographic features
- Utilities, including:
  - Blue-stake markings
  - Water system facilities
    - Meters, valves, blow-offs, air release valves, etc.
    - Top of water valve nuts
    - Sewer system facilities
    - Manholes, cleanouts, backwater valves, air release valves, lifts stations, etc.
    - Drainage system facilities
      - Manholes, catch basins, culverts, ditches, swales, channels, drains, etc.
    - Rim elevations of manholes
    - Inverts for:
      - Catch basins
      - Manholes
      - Pipes
    - Utility poles, overhead lines, and guy wires
    - Traffic signal poles
    - Utility boxes
    - Communication boxes, risers, and facilities

#### • SURVEY LIMITS/INTERVALS:

- The Consultant shall collect cross-section measurements at 25 feet intervals longitudinally. The Consultant shall collect the following cross-section measurements:
  - pavement crown line, or centerline of road
  - lip of gutter
  - o gutter flow line
  - o top back of curb for all existing curb and gutter
  - o edge of pavement where there is no curb
  - o shoulder
  - top, toe and flow line of drainage facilities (ditches/swales/channels)
  - o face and back of sidewalk
  - $_{\odot}$   $\,$  existing ground at 10 feet intervals beyond the edge of pavement or back of curb to the right-of-way line
  - Cross-section measurements shall be collected for side streets and alleys using the aforementioned specifications to a minimum distance of 200 feet measured from the roadway centerline intersection.
  - o Contours shall be generated and shown at 1-foot intervals, unless otherwise specified.
  - Methodologies utilized in acquiring the topographic mapping data (e.g., photogrammetric mapping, LiDAR, GPS, drone, laser scanning, etc.) other than conventional survey methods shall require the approval of the City.

#### D. RIGHT-OF-WAY SURVEY:

- At Preliminary (15%) Design, the Consultant shall prepare a right-of-way strip map with an aerial photograph overlay of the project limits, showing existing property rights for right-of-way, easements, and utilities on Sundog Ranch Road within the limits of the wastewater treatment plant. The right-of-way strip map is for the purpose of re-establishing missing street centerline or right-of-way monuments, identifying property boundaries to prepare legal descriptions and exhibits for property and right-of-way acquisition, permanent drainage easements, temporary construction or drainage easements, and utility easements, and shall include a list of identified properties and property rights. The Consultant will obtain and supply title reports for the parcels where property acquisition is needed. The right-of-way survey shall be performed under the direction of a Registered Land Surveyor.
- The determination of locations of new monuments and the resultant coordinates shown on the design plans shall only be accomplished through the preparation of a Right-of-way survey.

#### <u>E. POST CONSTRUCTION RESULTS OF SURVEY:</u>

 Upon completion of construction of the project, Consultant shall verify existing monuments (protected inplace) and any new monuments installed by the contractor. The monument shall be punched and stamped by the Consultant according to Arizona Boundary Survey Minimum Standards. The horizontal positional tolerance of a measured monument shall not exceed 0.06 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is equal to or smaller than the required tolerance. The computed inverse between the coordinates of the constructed monument and the coordinates shown in the design plans shall not exceed 0.12 feet. Any existing monuments (protected in-place) found to have been disturbed during construction, or any constructed monuments lying outside of the positional tolerance, shall be reconstructed.

- Consultant shall provide to the City a sealed, Post-Construction Results of Survey drawing referenced to the City of Prescott Coordinate System. Notwithstanding any requirements set forth in the current published version of the Arizona Boundary Survey Minimum Standards or Arizona Revised Statutes, the survey shall include, at a minimum, the following information:
  - Ties to at least two section corner monuments observed at the time of the survey for each section within which the project is located
  - Depiction of the monuments on a small-scale "vicinity-type" map
  - City of Prescott coordinates (horizontal) for each monument
  - Detailed description of the found, set, re-established or replacement monuments including material type and size, cap or washer type and size, depth or height of monument in relation to adjacent grade, and all markings on the monument
- The Results of Survey shall be recorded with the Yavapai County Recorder, if applicable.

# STREETS DIVISION ADMINISTRATION BUILDING PROJECT NO. CIP2306-002

PRESCOTT, ARIZONA 86301       ANDRE HATCHER       (602)430-934         CENTURYLINK       ANDRE HATCHER       (602)430-934         1445 MASONRY WAY       ANDRE HATCHER       (602)430-934         PRESCOTT, ARIZONA 86301       DIANE SWIGART       (928)771-724         UNISOURCE GAS CO.       DIANE SWIGART       (928)771-724         6405 WILKINSON DRIVE       DIANE SWIGART       (928)771-724         PRESCOTT, ARIZONA 86301       ROGER WARD       (928)443-334         CABLE ONE       ROGER WARD       (928)443-334         CITY OF PRESCOTT       WATER AND SEWER       1000000000000000000000000000000000000	COMPANY	CONTACT	TELEPHONE
1445 MASONRY WAY PRESCOTT, ARIZONA 86301ANDRE HATCHER(602)430-934UNISOURCE GAS CO. 5405 WILKINSON DRIVE PRESCOTT, ARIZONA 86301DIANE SWIGART(928)771-722CABLE ONE 3801 TOWER RD. PRESCOTT, ARIZONA 86301ROGER WARD(928)443-334CITY OF PRESCOTT WATER AND SEWER P.O. BOX 2059STEVE OLFERS(928)777-113	20 N MARINA STREET	SHERYL McCRACKEN	(928)443–6621
S405 WILKINSON DRIVE PRESCOTT, ARIZONA 86301DIANE SWIGART(928)771-723CABLE ONE 3801 TOWER RD. PRESCOTT, ARIZONA 86301ROGER WARD(928)443-333CITY OF PRESCOTT WATER AND SEWER P.O. BOX 2059STEVE OLFERS(928)777-1133	445 MASONRY WAY	ANDRE HATCHER	(602)430–9388
3801 TOWER RD. PRESCOTT, ARIZONA 86301ROGER WARD(928)443-334CITY OF PRESCOTT WATER AND SEWER P.O. BOX 2059STEVE OLFERS(928)777-113	405 WILKINSON DRIVE	DIANE SWIGART	(928)771–7229
NATER AND SEWER P.O. BOX 2059 STEVE OLFERS (928)777-113	3801 TOWER RD.	ROGER WARD	(928)443–3305
	WATER AND SEWER P.O. BOX 2059	STEVE OLFERS	(928)777–1130
BLUE STAKE CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT putside Maricopa County (OUTSIDE MARICOPA COUNTY)	CALL TWO WORKING DAYS BEFORE YOU DIG I-800-STAKE-IT	BEFORE YOU 1-800-ST 1-800-782-	<sup>DIG</sup> 4KE—IT -5348

PROJECT BENCH MARK: DATUM: NAVD-88

CITY OF PRESCOTT GRID COORDINATE SYSTEM

SPECIAL NOTE: THE CITY OF PRESCOTT STANDARD DETAILS AND SPECIFICATIONS MEET MINIMUM DESIGN REQUIREMENTS OF THE EQUIVALENT MAG SPECIFICATIONS AND STANDARD DETAILS.

APPROVED TRAFFIC CONTROL PLAN AND R.O.W. PERMIT MUST BE OBTAINED FROM PUBLIC WORKS PRIOR TO BEGINNING WORK IN THE R.O.W.

CITY OF PRESCOTT PUBLIC WORKS IS RESPONSIBLE FOR INSPECTION OF IMPROVEMENTS IN THE R.O.W. AND DESIGNATED PUBLIC UTILITY EASEMENTS ONLY. ALL OTHER IMPROVEMENTS (ON-SITE) SHALL BE INDEPENDENTLY INSPECTED.

# BASIS OF BEARING

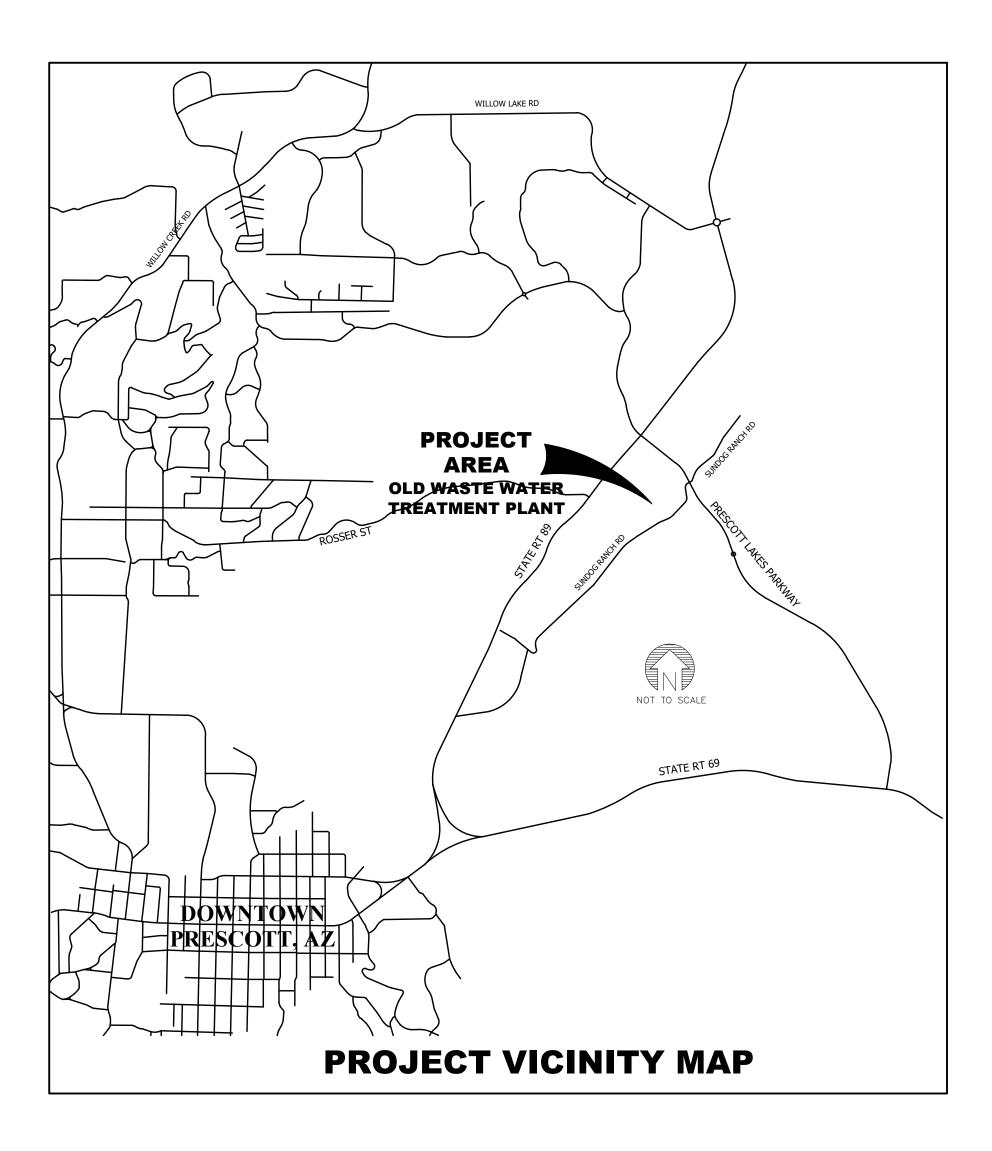
SURVEY CONTROL IS THE CITY OF PRESCOTT SURVEY DATUM, ALSO BEING ARIZONA STATE PLANE ZONE, ARIZONA CENTRAL 0202, NAD 83, NAVD 88 USING GEOID MODEL GEOID99 (CONUS), CITY OF PRESCOTT – CONVERSION FROM STATE PLANE:

NORTHING; (STATE PLANE X 1.000329975) - 701,456.0090

EASTING; (STATE PLANE X 1.000329975) + 69,457.2499

STATE PLANE CONVERSION FROM CITY OF PRESCOTT NORTHING: (CITY OF PRESCOTT + 701,456.0090) X 0.999670134, EASTING: (CITY OF PRESCOTT - 69,457.2499) X 0.999670134



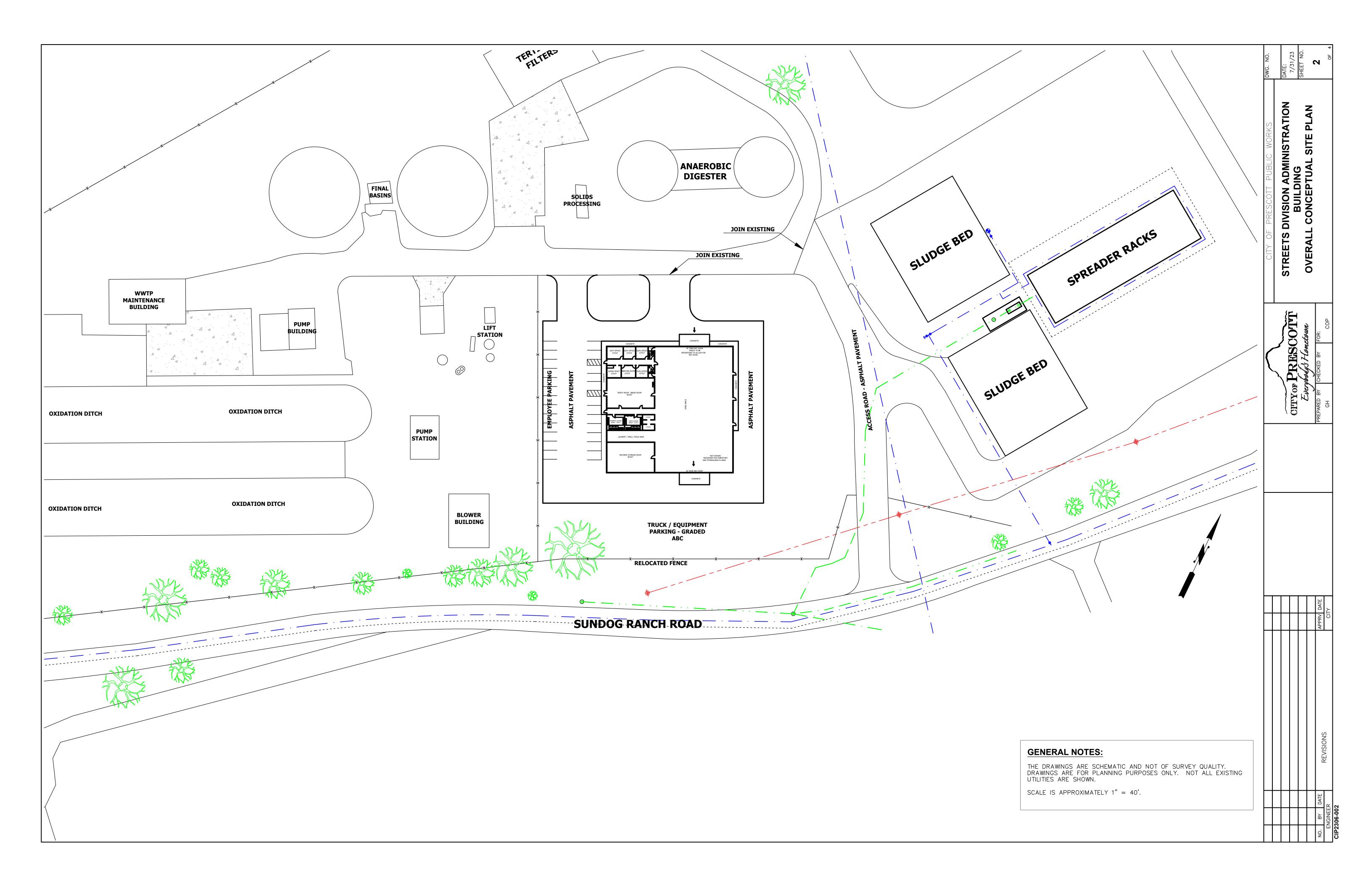


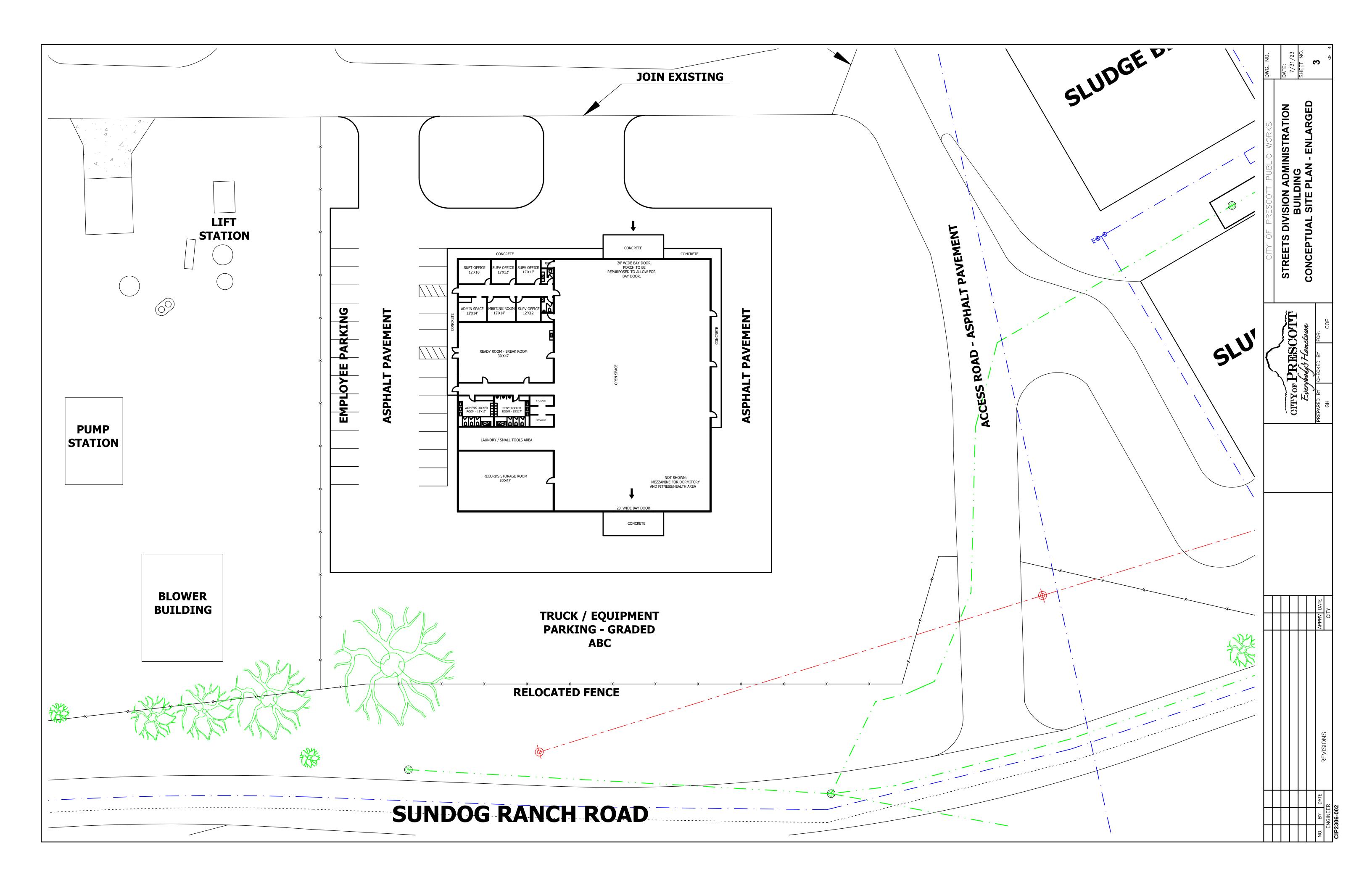


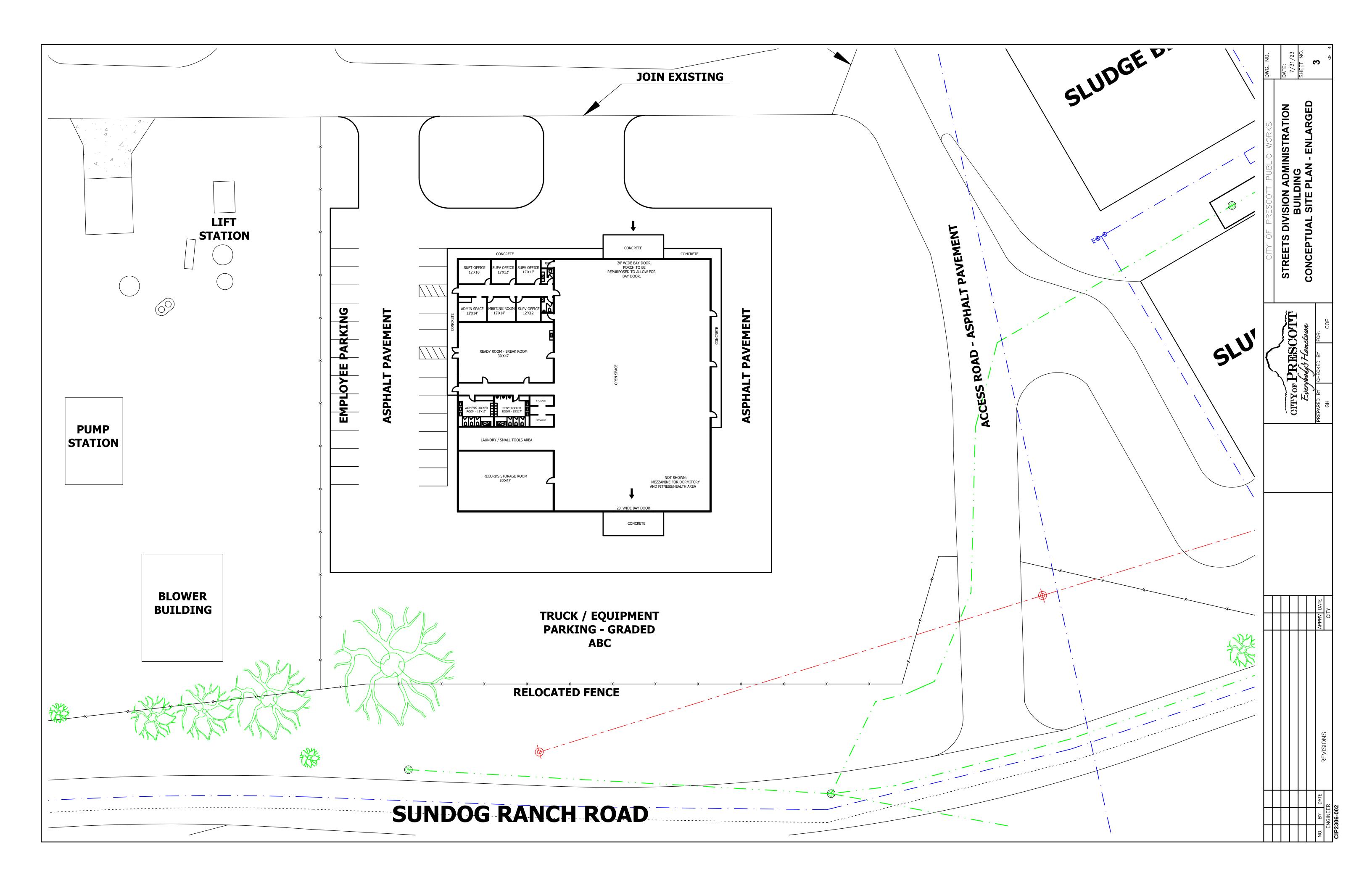
CITY COUNCIL STEVE SISCHKA CATHY RUSING CLARK TENNEY ERIC MOORE BRANDON MONTOYA CONNIE CANTELME

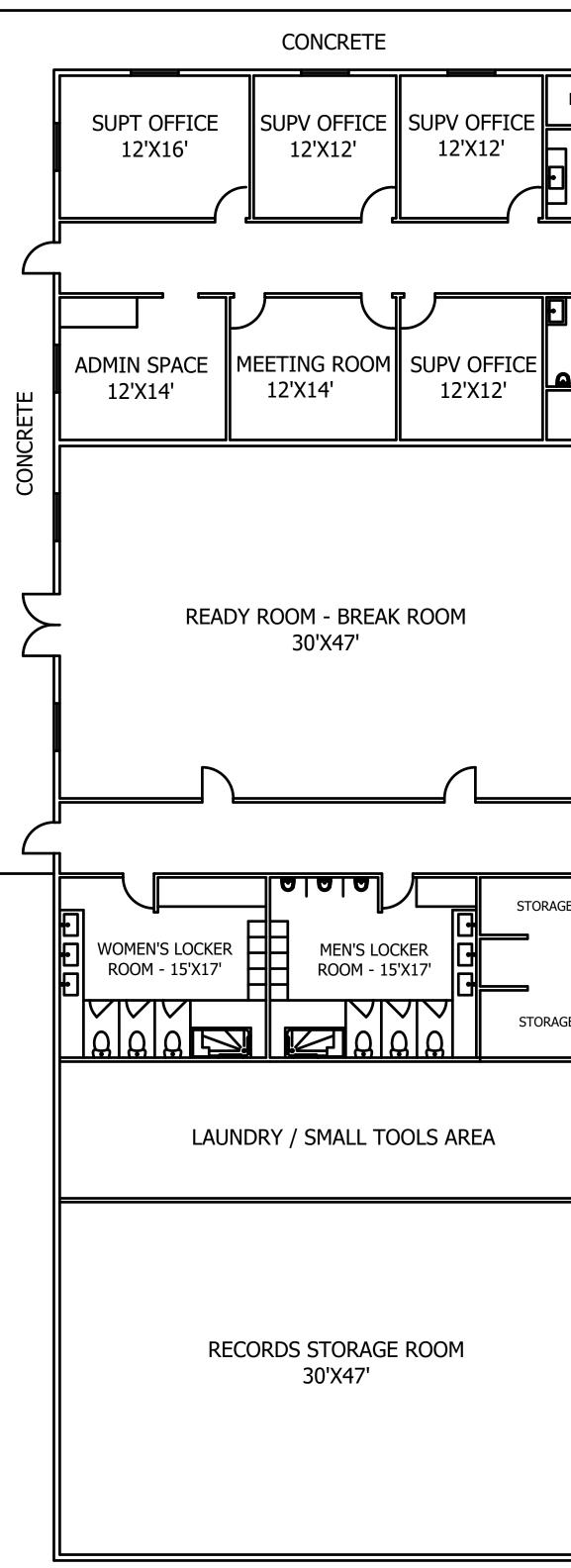
SHEET INDEX				
SHEET NO.	DESCRIPTION			
1	TITLE SHEET			
2	OVERALL CONCEPTUAL SITE PLAN			
3	OVERALL CONCEPTUAL SITE PLAN - ENLARGED			
4	CONCEPTUAL MAIN FLOOR PLAN			

DWG. NO.	DATE:	7/31/23	SHEET NO.	•		OF 4
CITY OF PRESCOTT PUBLIC WORKS	STREETS DIVISION ADMINISTRATION	BIIII DING		IIILE SHEET - CONCEPTUAL PLANS		
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		CITYOF			PREPAF	GH
		CIT			APPRV DATE PREPAF	CLTY
		CIT			APPRV DATE F	CITY
		CIT			APPRV DATE F	









	<b>↓</b>	
	CONCRETE	
		CONCRETE
	20' WIDE BAY DOOR. PORCH TO BE REPURPOSED TO ALLOW FOR BAY DOOR.	
		CONCRETE
	OPEN SPACE	
GE		
	MEZZAN	NOT SHOWN: NINE FOR DORMITORY NESS/HEALTH AREA
	20' WIDE BAY DOOR	
	CONCRETE	

CITY OF PRESCOTT PUBLIC WORKS DWG. NO.		CONCEPTIAL MAIN FLOOR PLAN	4	OF 4	
	CITY OF PRESCOTT	Everybody's Hometown	PREPARED BY CHECKED BY FOR:	GH COP	
			APPRV DATE	CITY	
			NO. BY DATE DEVICIONS	ENGINEE	