

CITY OF CASA GRANDE, ARIZONA
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR THE
KORTSEN RELIEF SEWER CONCEPTUAL DESIGN

The City of Casa Grande requests Statements of Qualifications (SOQs) for professional engineering and surveying services relating to the preparation of an alignment study for a new sewer interceptor to relieve the existing sewer interceptors in Kortsen Road from the west side of I-10 to the City's Water Reclamation Facility.

Each response shall be in accordance with the SOQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Copies can be obtained by calling the City Clerk's Office (520) 421-8600, or by downloading a complete packet at the City's website: www.casagrandeaz.gov.

All responses must be submitted by **2:00 p.m. City time on Friday, January 29, 2016** to the City Clerk, 510 East Florence Boulevard, Casa Grande, Arizona 85122. The responses will be evaluated in accordance with Section four (4) of the SOQ.

Responses must be addressed to:

Remilie S. Mille, City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122

The envelope must be boldly marked:

**REQUEST FOR STATEMENT OF QUALIFICATIONS: KORTSEN RELIEF SEWER
CONCEPTUAL DESIGN
DUE ON: FRIDAY JANUARY 29, 2016 AT 2:00 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Statement of Qualifications solicitation, or to reject any or all responses; to be the sole judge of the suitability of the services and materials offered, and to award a contract for the furnishing of the services it deems to be in the best interest of the City.

/s/ James V. Thompson
City Manager



City of
Casa Grande

REQUEST FOR QUALIFICATIONS

FOR

KORTSEN RELIEF SEWER

CONCEPTUAL DESIGN

**CITY OF CASA GRANDE, ARIZONA
 REQUEST FOR STATEMENT OF QUALIFICATIONS
 KORTSEN RELIEF SEWER – CONCEPTUAL DESIGN**

Table of Contents

Section	Page
Section 1. PROJECT DESCRIPTION	2
Section 2. SCOPE OF WORK	3
Project Management	3
Alignment Study & Modeling	3
Topographic Survey & Right-of-Way Determination	4
Conceptual Design Plans	4
Additional Services	4
Section 3. SUBMITTAL REQUIREMENTS	4
Section 4. SELECTION PROCESS	5
Capabilities of the Project Team	5
Past Performance	5
Project Schedule	6
Project Understanding and Approach	6
Interview	6
Section 5. PROPOSED SCHEDULE OF EVENTS	7
Section 6. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS	7
Definition of Terms Used in These Instructions	7
Preparation of Submittal	7
Pre-Submittal Conference	9
Inquiries	9
Submittal Acceptance Period	9
Cost of Submittal Preparation	9
Certifications, Disclosure, and Disqualification	9
Award of Contract	10
Protests	10
Solicitation Order of Precedence	10

Persons with Disabilities 11
SUBMITTAL ACKNOWLEDGMENT 24
NON-COLLUSION AFFIDAVIT 25
AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER . 26
CHECK LIST FOR SUBMISSION OF SUBMITTAL RESPONSE 27

SUBMITTAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Material and/or Services: KORTSEN RELIEF SEWER – CONCEPTUAL DESIGN

Submittal DUE DATE: Friday, January 29, 2016 **Time:** 2:00 P.M.

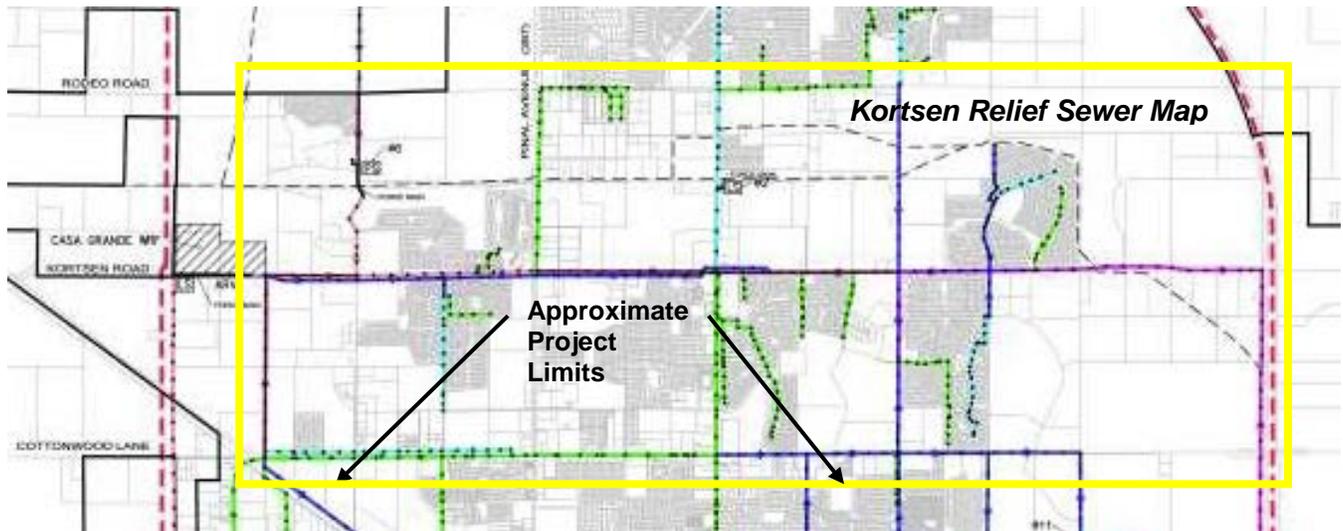
SOQ Opening Location: Office of the City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, AZ 85122

Section 1. PROJECT DESCRIPTION

This project is for professional engineering and surveying services relating to the preparation of a conceptual design for a new interceptor sewer to relieve capacity issues in the existing Kortsen interceptors from west of I-10 to the City’s Water Reclamation Facility (WRF) in the City of Casa Grande, Arizona.

The total length of the project is approximately 5.5 miles. Currently, the gravity sewer interceptors within in Kortsen Road range in size from 18 to 42-inches in diameter. In one 2.75 mile portion there are existing parallel interceptors.

The general project location is shown on the map below:



These existing sewer interceptors currently serve as a primary trunk-line within the City’s sewer collection network, therefore provide service to a significant portion of the City’s sewershed. Due to existing, proposed, and projected development projects these lines are not sized to provide adequate capacity for projected growth.

The intent of this project is to identify an alignment corridor which would be most suitable for construction of a new gravity sewerline to provide additional capacity, to provide conceptual design and preliminary construction documents, and cost estimating for this line.

Section 2. SCOPE OF WORK

The scope of work consists of the tasks necessary to prepare a completed conceptual design for the Kortsen Relief Sewer. These tasks shall include, but may not be limited to, the following:

1. Alignment Study & Modeling
2. Topographic Survey and Right-of-Way Determination
3. Conceptual Design Plans

The consultant shall provide all reports, maps, plans, presentations and other project related documentation in Microsoft Word/Excel/PowerPoint format, AutoCad (compatible with the City's version), and/or in ArcGIS format (compatible with the City's GIS system). All documents shall also be provided to the City in Adobe PDF format.

The scope of work involved shall include, but not be limited to, the following tasks:

Project Management

1. Project Management Plan – Prepare a project management plan that includes:
 - a. Refined scope of services
 - b. Identify and list the project deliverables
 - c. Project schedule with needed project meetings identified and intermediate milestone and document delivery dates established
 - d. Contact information for key consultant and agency staff
2. Meeting Minutes – Prepare and provide notes from all meetings with public agency staff documenting the discussions and identifying action items with assigned responsibility within 5 working days of each meeting.
3. Project Status Reports – Prepare and provide each month a project status report that reports on the following:
 - a. Work accomplished the previous month
 - b. Work to be accomplished in the subsequent month
 - c. Issues resolved
 - d. Current issues to be addressed
 - e. Action items with assigned responsibility and due dates

Alignment Study & Modeling

1. Data Collection – Collect and review data from the City, utility companies and Pinal County. Information shall include but not limited to City's sewer model, GIS information, utility record drawings, property boundary information and contours.
2. Alignment Study – Evaluate up to three possible corridor alignments for the relief sewer based on the information gathered above. Corridor alignments will evaluate impact to existing utilities, right-of-way, properties located along the alignment and ease of constructability.
3. Modeling & Sizing – Using the City's sewer model, perform sewer system modeling for the potential corridor alignments. Apply loading to the system and perform sizing of the proposed relief sewer for each alignment.
4. Cost Estimating – Prepare detailed costs estimates for each alignment.

Topographic Survey & Right-of-Way Determination

1. Topographic Survey – Perform topographic survey, utility locating and mapping of surface features of potential relief sewer alignment(s).
2. Right-of-way Determination – Show existing property ownership, right-of-way and required right-of-way/easements as may be necessary for the installation of the relief sewer.
3. Base Mapping – Prepare base mapping showing results of topographic survey, right-of-way determination and proposed alignment in plan view.

Conceptual Design Plans

1. Conceptual Design – Prepare a conceptual design showing plan and preliminary profile of the proposed relief sewer using the base mapping described above.
2. Cost Estimate – Prepared detailed cost estimate based on the conceptual plans.

Additional Services

1. Services that may be needed – The City reserves the right to amend this scope of services to include additional services; the need for which may arise at any time. Services that might be needed at some point in time include, but are not limited to:
 - a. Additional survey work and preparation of easement/right-of-way acquisition documentation for the project, should funds become available to advance the project, or a phase or segment of the overall project
 - b. Preparation of information and materials to support the City’s application for grants or funding of any type to finance the project or any phase or segment of the overall project; including a cost-benefit analysis and life-cycle project costs and benefits determination.
 - c. Completion of the project through final design phase and post design services.

The City of Casa Grande, in support of this project, will provide existing record documentation on file to the selected firm/team. Project coordination and the City’s main point of contact will be Terrence S. McKeon, P.E., Deputy Public Works Director/City Engineer

Section 3. SUBMITTAL REQUIREMENTS

The project consultant will be selected through a qualifications-based selection process. Firms interested in providing services must submit a Statement of Qualifications (SOQ) that meets the criteria set forth in this Request for Statement of Qualifications. Information included in the SOQ response will be used to evaluate your firm as part of any criteria, regardless of where that information is found in the SOQ. Information obtained from the SOQ, and from any other relevant source, including independent investigations by the City, may be used in the evaluation and selection process.

Submittal shall include a maximum of fifteen (15) pages plus a one page cover letter. Maximum page size shall be 11”x17.” Front cover, back cover and required forms will not count towards the page count. Minimum allowable font size shall be 11 point.

Section 4. SELECTION PROCESS

A selection panel made up of representatives of the City of Casa Grande will read, review, and evaluate the submittals independently based on the evaluation criteria. A point formula system will be used to evaluate and rank the submittals.

Upon completion of the selection process and the identification of the best qualified firm/team, the City shall enter into negotiations with the top ranked firm and enter into a contract following completion of successful negotiation of fees and any contract terms for City Council consideration and approval. The form of contract shall be the standard form of contract prescribed by the City.

If the City is unable to successfully negotiate a contract with the top ranked firm, the City may then negotiate with the second (or subsequently the third) ranked firm until an agreement is reached or until the City chooses to terminate the selection process.

The SOQ shall be prepared to address the following evaluation factors. The maximum points to be awarded will be 100 points, and the maximum points to be awarded for each factor in the initial evaluation process are set forth below.

<i>Factor</i>	<i>Max. Points</i>
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Capabilities of the Project Team	(30)
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Provide a general description of the prime firm and any subconsultants. Provide specific information as it relates to the key staff assigned this project. Include the following information:

1. Office location(s) where the work will be performed, organizational structure of each firm, and size and discipline make-up of staff.
2. Percent of work to be performed within the State of Arizona.
3. Breakdown of work between prime and subconsultants by task and by percent of total contract.
4. Authority to conduct business in Arizona (Arizona Board of Technical Registration Number) and insurability. Project manager must be a registered Professional Engineer (provide no.).
5. Identify the team and key personnel assigned to this project:
 - a. Work background.
 - b. Availability.
 - c. Years of experience and length of time with firm.
 - d. Work location of personnel during the full duration of the project.
 - e. Roles on this project identified with an organization chart.

Past Performance	(30)
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Provide a description of similar project experience for a minimum of 3, but not more than 5 projects, performed including information on the time frame to complete the work in relation to original contract requirements, with an explanation for significant deviation.

Supply at least two owner references with contact names and current email addresses and phone numbers for each of the projects listed.

Project Schedule (10)

Provide a project schedule identifying major milestones and activities.

Project Understanding and Approach (30)

State an understanding of the project requirements. Discuss any significant project features or requirements that the team perceives will influence this conceptual design. Provide a detailed description of the approach the team will take to conduct and complete the alignment study and conceptual design. Identify any project issues or concerns involved with the project and discuss how you will address and mitigate these issues or concerns.

Describe the project management methodologies and systems used by the prime firm to ensure conformance to the time schedule, fee budget, quality assurance/quality control processes, and securing stakeholder participation and buy-in.

INTERVIEW

The City, at its sole discretion, may decide to conduct interviews of finalists as part of this selection process. If interviews are held, a minimum of three (3) and maximum of five (5) firms will be interviewed. Should interviews be conducted, the following criteria will be utilized and scoring from interviews then added to the scoring of the RFQ by the review panel for a final total score.

Interviews, if held, shall be no longer than 45 minutes in total length. Candidates shall be allowed up to fifteen (15) minutes to provide an introductory presentation, with the remainder of the time being allotted for questions from the interview committee.

Overall approach and Methodology (50)

The consultant shall present in detail their proposed methodology to identify potential alignments, conflicts, and tools for determination of an appropriate alignment. Presentation should provide detail as to what factors should be considered and appropriate means for providing ranking to make such a determination.

Proposed project staff (30)

Briefly describe roles and experience of each staff member and how staff will work as a coordinated team in execution of the project. Note that it is preferable that each primary staff member to be assigned to this project should attend the interview and be prepared to discuss their role in the project. Include detail as to any sub-consultants or contractors which the consultant feels would be appropriate for inclusion on the project team.

Project Scheduling (20)

Provide a preliminary schedule for completion of the project, including significant milestones.

Section 5. PROPOSED SCHEDULE OF EVENTS

This calendar Schedule of Events is an integral part of the Submittal Requirements and Contract Documents. The City, however, reserves the right to alter these timelines as necessary in the best interest of the City, and to accommodate scheduling difficulties relating to City Council selection of the Consultant team. All times refer to local time, as kept by the City Clerk.

<u>Event Item (Referenced Document)</u>	<u>Date and Time</u>
1. Request for Qualifications Release	12-28-2015
2. Advertisement for SOQ's	12-28-2015
3. Time and Closing Date to Receive Qualifications	2:00 pm on 1-29-2016
4. Review Qualifications and Notify Top Ranked Firms	2-19-2016
5. Interviews	3-4-2016
6. Announcement of Final Selection	3-11-2016
7. Anticipated Council Approval of Selected Firm/Team	4-18-2016
8. Notice to Proceed (NTP)	5-18-2016

Section 6. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

Definition of Terms Used in These Instructions

As used in these instructions, the following terms have the following meaning:

- A. **“Attachments”** means all items required of the Submitter as a part of the submittal.
- B. **“Days”** means calendar days unless otherwise specified.
- C. **“Exhibits”** means all items attached to the solicitation.
- D. **“Submittal”** means bid, submittal, quotation, and qualifications.
- E. **“Submitter”** means a vendor or provider who responds to any type of solicitation.
- F. **“Contract Manager (or Project Principal)”** means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- G. **“Solicitation”** means a request for Statement of Qualifications (SOQ).

Preparation of Submittal

- A. **Copies of Submittal.** To be considered responsive, one (1) original and seven (7) hardcopies and one electronic copy (preferably in pdf format on CD or usb flash drive) of the SOQ document must be submitted in a sealed envelope or box with the SOQ description (**RE: KORTSEN RELIEF SEWER – CONCEPTUAL DESIGN**) with the submitter's name and address clearly indicated on the package, by the deadline date and time. The original copy of the submittal document must bear the original signature of an authorized representative of the submitter on the acknowledgement provided.
- B. **Forms: No Facsimile or Telegraphic Submittals.** A submittal shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms

provided in this solicitation shall be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram submittal shall be rejected.

- C. Typed or Ink, Corrections. The submittal must be typed or in ink. Erasures, interlineations or other modifications in the submittal must be initialed in ink by the person signing the submittal. Modifications shall not be permitted after submittals have been opened except as otherwise provided under applicable law.
- D. Duty to Examine. It is the responsibility of each submitter to examine the entire solicitation, seek clarification in writing, and check its submittal for accuracy before submitting the submittal. Lack of care in preparing a submittal shall not be grounds for withdrawing the submittal after the submittal due date and time nor shall it give rise to any contract claim.
- E. Amendments. Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and shall be submitted no later than the submittal due date and time. Failure to return a signed copy of a material solicitation amendment may result in rejection of the submittal.
- F. Submittal Amendment or Withdrawal. A submittal may not be amended or withdrawn after the submittal due date and time except as otherwise provided under the City's Procurement Code or other applicable law.
- G. Public Record. Under applicable law, all submittals submitted and opened are public records and must be retained by the City of Casa Grande. Submittals shall be open to public inspection after contract award, except for such submittals deemed to be confidential by the City Casa Grande. If a submitter believes that information in its submittal should remain confidential, it shall stamp as confidential that information and submit a statement with its submittal detailing the reasons that information should not be disclosed. The City of Casa Grande shall make a determination pursuant to the City of Casa Grande's Procurement Code and the Public Records laws of the State of Arizona.
- H. Exceptions to Terms and Conditions. A submittal that takes exception to a material requirement of any part of the solicitation, including a material term and condition of any proposed contract, may be rejected. Exceptions to the submittal documents shall be clearly set forth in an attachment to the submittal.
- I. Release of Project Information. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City.
- J. Non-compliant Submittals to be Rejected. Submitters are advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:
- Receipt of submittal by the specified cut-off date and time.
 - Failure to provide markings on submittal package as noted
 - Failure to deposit the submittal in the appropriate location.
 - Failure to adhere to the page limit.
 - Failure to submit any of the required forms

These failures will result in disqualification and no action of the City, including late acceptance by the City Clerk, shall act to waive or otherwise affect the disqualification.

- K. City Rights. The City of Casa Grande reserves the right to reject any or all Submittals, and except as set forth in subsection (j) above, to waive any informality or irregularity in any Submittal received,

to be the sole judge of the merits of the respective Submittals received, and to cancel any solicitation if deemed to be in the interest of the City to do so.

Pre-Submittal Conference

A pre-submittal conference will not be held.

Inquiries

- A. Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the City of Casa Grande Contract Manager (Project Manager). The submitter shall not contact or direct inquiries concerning this solicitation to any other employee. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Deputy City Manager, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process.

The Contract/Project Manager and Contact Person for this Solicitation shall be:

Terrence S. McKeon, P.E.
Deputy Public Works Director/City Engineer
tmckeon@casagrandeaz.gov

- B. Submission of Inquires. . All inquiries are to be submitted via email ONLY. Each inquiry shall clearly refer to this solicitation in the subject line of the email. A list of all inquiries received, and responses by the city, shall be generated and be made available to all interested parties via posting on the City's website seven (7) days prior to the submittal deadline.
- C. Timeliness. Any inquiry should be submitted at least **eight (8) days before the submittal due date and time.** Failure to do so may result in the inquiry not being answered.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. A submitter may not rely on verbal responses to its inquiries.

Submittal Acceptance Period

By submitting a proposal pursuant to this solicitation, the submitter agrees that it shall hold its submittal open for the number of days, from the submittal due date, that is stated in the solicitation. If the solicitation does not specifically state a number of days for the submittal acceptance, the number of days shall be ninety (90).

Cost of Submittal Preparation

The City of Casa Grande shall not reimburse any submitter the cost of responding to a solicitation.

Certifications, Disclosure, and Disqualification

- A. Non-collusion, Employment, and Services. By signing the Submittal form, or other official contract form, the submitter certifies that:
- i) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
 - ii) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders.
- B. Disclosure. If the design consultant, construction contractor, business, or person submitting this submittal has previously been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Submitter must fully explain the circumstances relating to the preclusion or proposed preclusion in the submittal. If awarded, the submitter must include a letter with its submittal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- C. Disqualification. The submittal of a submitter who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

Award of Contract

- A. Contract Inception. A submittal does not constitute a contract nor does it confer any rights on the submitter to the award of a contract. A contract is not created until the submittal is accepted in writing by the Casa Grande City Council and a written contract is executed by the authorized signature of the City Manager and the Submitter.

Protests

Pursuant to Section 3.04.170 of the Casa Grande City Code, all protests shall be in writing and be filed with the City Clerk of the City of Casa Grande. To be considered timely, a protest of a solicitation any protest must be filed within three (3) days after the protester knows or should have known the basis of the protest. A protest shall include:

- The name, address, and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Solicitation Order of Precedence

In the event of a conflict in the provisions of this solicitation, the following shall prevail in the order set forth below:

- A. Solicitation;

- B. Special Terms and Conditions, if any;
- C. Uniform General Terms and Conditions;
- D. Specifications;
- E. Exhibits;
- F. Special Instructions to Submitters; and
- G. Uniform Instructions to Submitters.

Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Contracts Manager. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified on the first page of this solicitation.

APPENDIX "A"

SAMPLE CONTRACT FORM

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into this the _____ day of _____, 20____, by and between _____, an Arizona Corporation (hereinafter known as "Consultant"), whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Consultant to perform professional services for a project know and described as the _____, hereinafter called the "Project".

1. Scope of Consultant's Services.

For the project a Scope and Fee shall be negotiated with the Consultant and shall be approved by the City prior to commencement of work. The consultant agrees to provide to the City services and any materials set forth in the Scope of Work requested by the City in its Requests for Proposal during the agreement period. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement. Timing is of the essence to the City.

2. Accounting and Payment for Consultant's Services.

Payment to the Consultant for services rendered under this Agreement shall be a sum total of \$ _____, as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Consultant for any costs or expenses incurred by the Consultant in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Consultant no more often than monthly through the City voucher system for the Consultant's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subconsulting.

Except for subconsultants identified by Consultant in Exhibit "B", no portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Consultant to ensure that any and all subconsultants comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Consultant.

The Consultant's services shall be furnished by the Consultant as an independent Consultant and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Consultant as an independent Consultant.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant

or any employee of the Consultant or any subconsultant or any employee of any subconsultant by the City at the present time or in the future.

6. Taxes.

The Consultant understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Consultant authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Consultant will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Consultant to make the necessary estimated tax payments throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the City against any demand to pay taxes arising from the Consultant's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with reasonable notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Consultant shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Consultant defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Consultant shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or

which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Consultant Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, consultant, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The consultant's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Consultant shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Consultant's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Consultant shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Consultant shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Consultant's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by consultant from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Consultant shall also require its agents, consultants, licensees and others performing the obligations, or exercising the rights, of Consultant under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Consultant retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Consultant or any person employed by him, with a limit of not less than \$2,000,000 each claim and \$4,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Consultant shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from consultant's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation and professional liability insurance. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. With the exception of Workers Compensation and Professional Liability Insurance, Consultant hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage

insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Consultant shall require each of its agents, consultants, licensees and others performing the obligations, or exercising the rights, of Consultant under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Consultant may purchase the required insurance policies with deductibles which are reasonable in light of the consultant's financial condition; provided that any loss not covered due to the deductible will be paid by Consultant. Consultant shall also require its agents, consultants, licensees and others performing the obligations, or exercising the rights, of consultant under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Consultant has failed to perform any substantial obligation to be performed by the Consultant under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Consultant warrants that the Consultant's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Consultant of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Consultant Commitments, Warranties and Representations.

Any written commitment received from the Consultant concerning this Agreement shall be binding upon the Consultant, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Consultant to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Consultant will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Consultant infringes any patent or copyright. The Consultant will pay those costs and damages

attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Consultant shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Consultant and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Consultant has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Consultant and/or its Consultants or subconsultants, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Consultant agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Consultant agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Consultant gains such interest during the course of this Contract.

If the Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Consultant shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Consultant agrees that it shall not perform services on this Project for the consultant, sub-consultant, or any supplier.

The Consultant shall not negotiate, contract, or make any agreement with the consultant, sub-consultant, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Consultant affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials, and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgements, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claims adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Consultant, its agents, employees, or any tier of Consultant's subconsultants in the performance of this Contract.

Consultant's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials, and employees shall arise in connection with any allegation, demand, proceeding, action, claims, damage, loss, expense or judgement that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss or use resulting there from, caused by Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Consultant, any tier of Consultant's subconsultants or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant may be legally liable. The amount and type of insurance coverage requirement set for the herein will not be construed as limiting the scope of the indemnity provisions in this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her subconsultants or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Consultant, its employees, subconsultants, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Consultant in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Consultant shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Consultant shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Consultant's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Consultant so that it has at least 7 days from Consultant's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Consultant does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Consultant to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33 and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Consultant **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Consultant shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Consultant's or subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Consultant agrees to insert language similar to this paragraph in all contracts in which they engage with subconsultants on this project to ensure that those subconsultants are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Consultant and its subconsultants who work on the Agreement to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty. The Consultant and its subconsultants warrant to keep the papers and records open for random inspection during normal business hours by City. The Consultant and its subconsultants shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. City Contact

The Contact for the City shall be _____.

APPENDIX “B”

REQUIRED SUBMITTAL FORMS

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish the materials in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with the City of Casa Grande’s Standard Terms and Conditions.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

CONTACT EMAIL ADDRESS: _____

AUTHORIZED COMPANY SIGNATURE: _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____),

_____, affiant, _____
(Name)

The _____ of _____
(Title)

(Contractor/Bidder)

who is the person or other entity that makes the accompanying Submittal, having first been duly sworn, deposes and says:

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

(Title)

Subscribed and sworn to before me _____

This _____ day of _____, 20_____

Notary Public: _____

My Commission Expires: _____

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), being duly authorized to do so, do hereby consent and authorize all those companies and government entities listed in my Submittal to the City of Casa Grande, and any other government entity for whom this company has performed pre-construction and/or construction services, to disclose and release to the City of Casa Grande, or its representatives, information, records and opinions concerning this company's performance. The purpose of this disclosure is to provide references and background material to the City of Casa Grande. This company hereby waives any claim it may have against the City of Casa Grande or any company or entity providing information to the City of Casa Grande by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization shall be effective for one year, and a copy of this authorization shall be as valid and effective as the original.

Dated: _____

By: _____

Title: _____

CHECK LIST FOR SUBMISSION OF SUBMITTAL RESPONSE

- _____ 1. Submittal has been completed, checked, and reviewed.

- _____ 2. Any addenda have been signed and are included.

- _____ 3. The original submittal and all required forms have been fully completed in ink and are included (submittals will be considered non-responsive if not included).

- _____ 4. The non-collusion affidavit has been fully completed in ink and is included.

- _____ 5. W-9 has been fully completed and is included.

- _____ 6. All information requested from the questionnaire is included.

- _____ 7. One “original” copy is included and is clearly marked as such, the required number of hardcopies are included, and an electronic copy is also included.

- _____ 7. The envelope is properly addressed and sealed.

- _____ 8. The submittal will be mailed or delivered in time to be received no later than the designated due date and time (late submittals will not be considered).