CITY OF CASA GRANDE, ARIZONA
REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR THE

LANDFILL PERIMETER BERM AND DRAINAGE DITCH
PROFESSIONAL SERVICES

The City of Casa Grande requests for Request for Qualifications (RFQ) for Landfill Perimeter Berm and Drainage Ditch Professional Services.

The City will conduct an **optional pre-submittal meeting** on **January 07, 2016 from 10:00 a.m. to 11:30 a.m.** at North Operations Center, 3181 N Lear Ave., Casa Grande AZ 85122.

Each response shall be in accordance with the RFQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov. All responses must be submitted by **2:00 p.m. City time** on **Friday, January 22, 2016** to the City Clerk at the address specified below.

Responses must be addressed to:

Remilie S. Miller, City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122

The envelope must be boldly marked:

REQUEST FOR QUALIFICATIONS: LANDFILL PERIMETER BERM AND DRAINAGE DITCH PROFESSIONAL SERVICES
DUE ON: FRIDAY JANUARY 22, 2016 AT 2:00 P.M.

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Qualifications, or to reject any or all responses; to be the sole judge of the suitability of the 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

LANDFILL PERIMETER BERM AND DRAINAGE DITCH
PROFESSIONAL SERVICES

Project No. 15037
December 2015

Statement of Qualifications due by:
Friday January 22, 2016

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The City is soliciting Statements of Qualifications (SOQs) from qualified firms to provide design and optional construction phase services for the Landfill Perimeter Berm & Drainage Ditch. The project involves stormwater management of Landfill West cell stormwater collection and conveyance to the existing stormwater retention basin across an irrigation canal owned by the Bureau of Indian Affairs (BIA) and operated by the San Carlos Irrigation Project (SCIP).

SECTION 1: PROJECT DESCRIPTION

The City of Casa Grande with a population of approximately 52,000 is located in the Central Arizona region in Pinal County between the metropolitan Phoenix and Tucson.

Casa Grande Municipal Landfill is located on Interstate 8 and Chuichu Rd (See Vicinity Map as Figure 1). The landfill has been in operation for decades. An existing stormwater channel bisects the landfill from southeast to northwest. The existing stormwater channel is not part of the project.

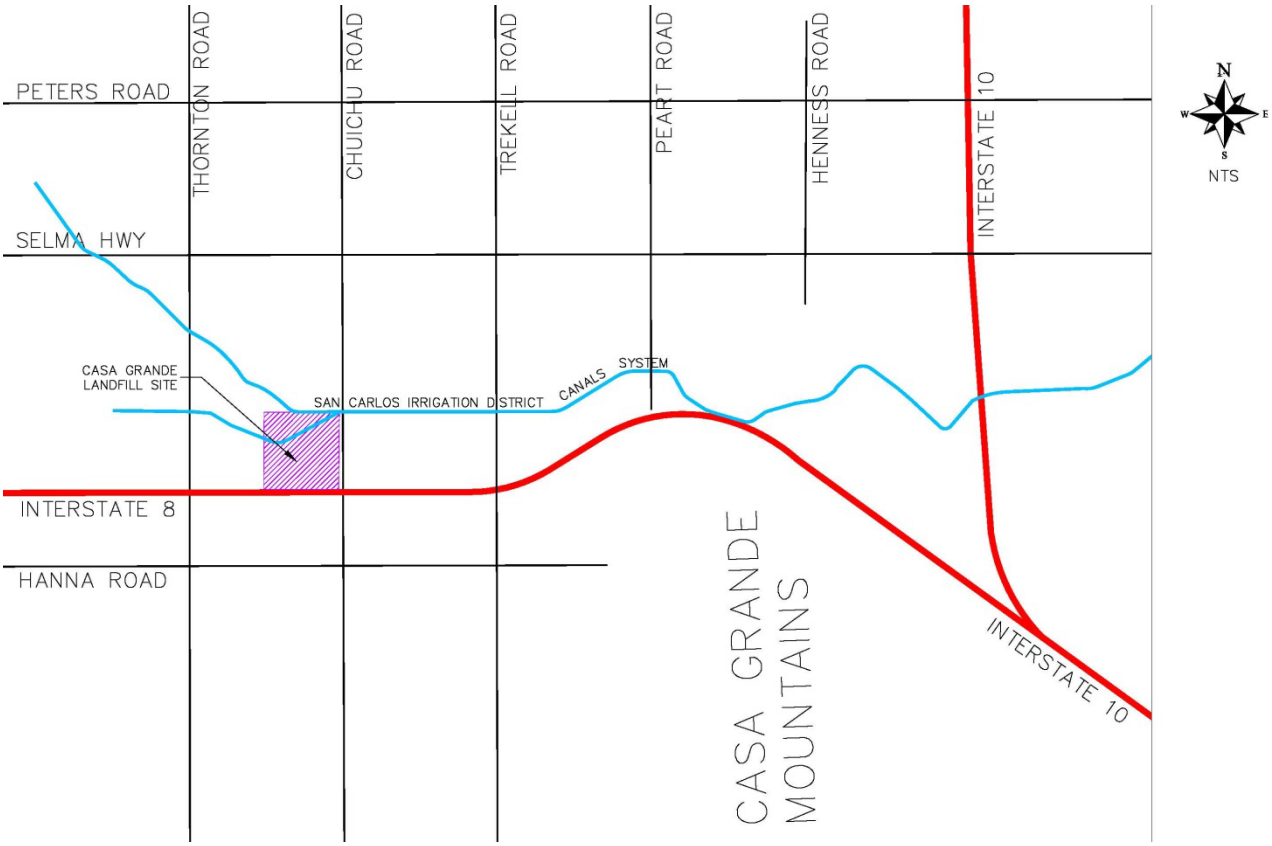

Figure 1: Casa Grande Municipal Landfill Vicinity Map

Volume III of Solid Waste Facility Plan Management for the landfill was last updated in 2003. According to this plan, the landfill operation is planned to be divided into two east and west cells. The northwestern portion of the landfill has been designed and provided with a large stormwater

retention basin. The northern portion has been left vacant for future soil borrow area and possible future cell. See Figure 2 for excerpts.

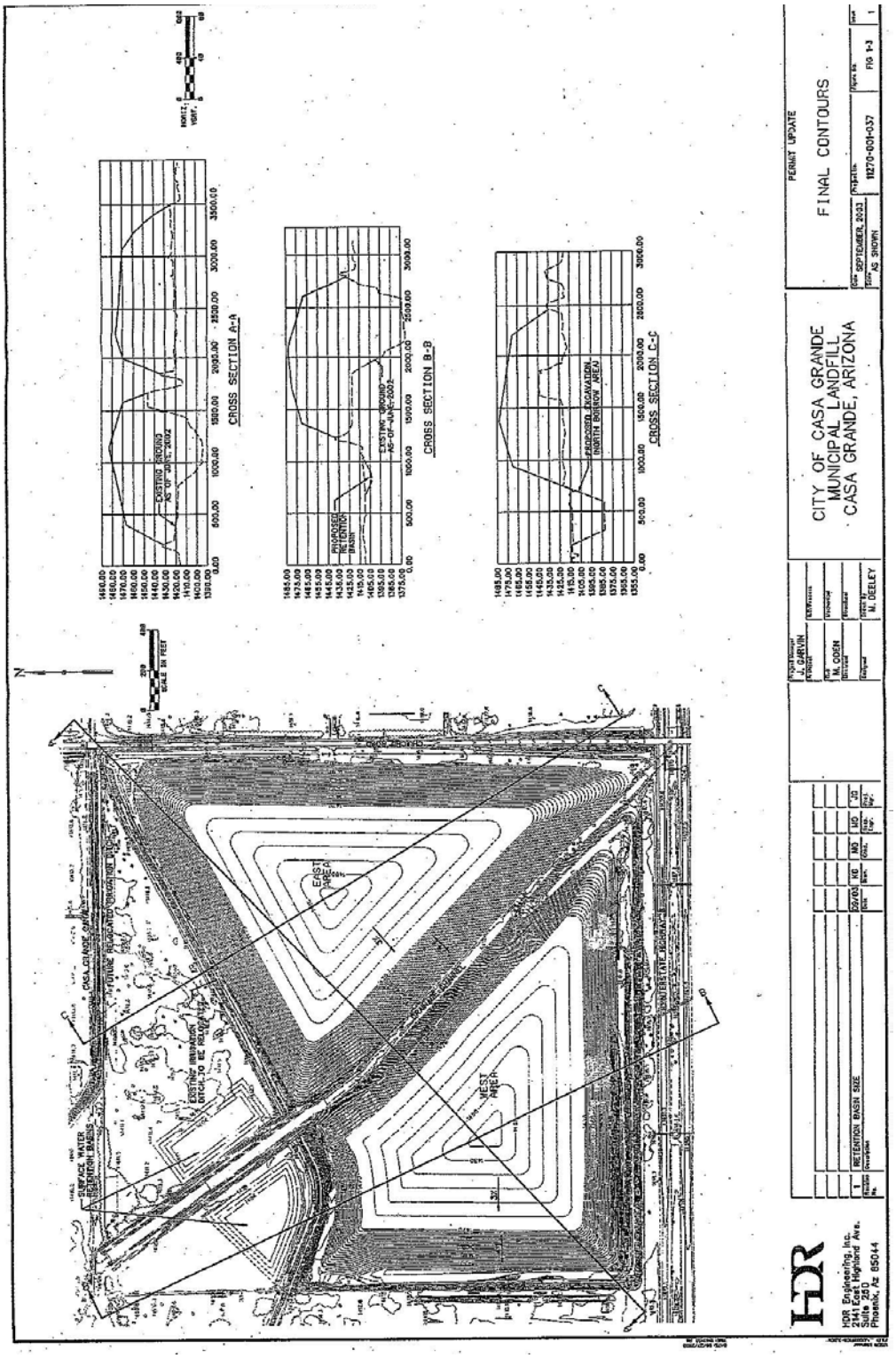

Figure 2: Casa Grande Municipal Landfill Final Contours Plan

The stormwater from the landfill west cell needs to be collected by stormwater collection ditches/channels along existing berms and convey to existing retention basin via pipes that will cross irrigation canal owned and operated by the Bureau of Indian Affairs (BIA) and San Carlos Irrigation Project (SCIP). An initial conceptual design was prepared by HDR as a supplement to the Solid Waste Facility Plan Management Volume III last updated in 2003 (Figure 3).

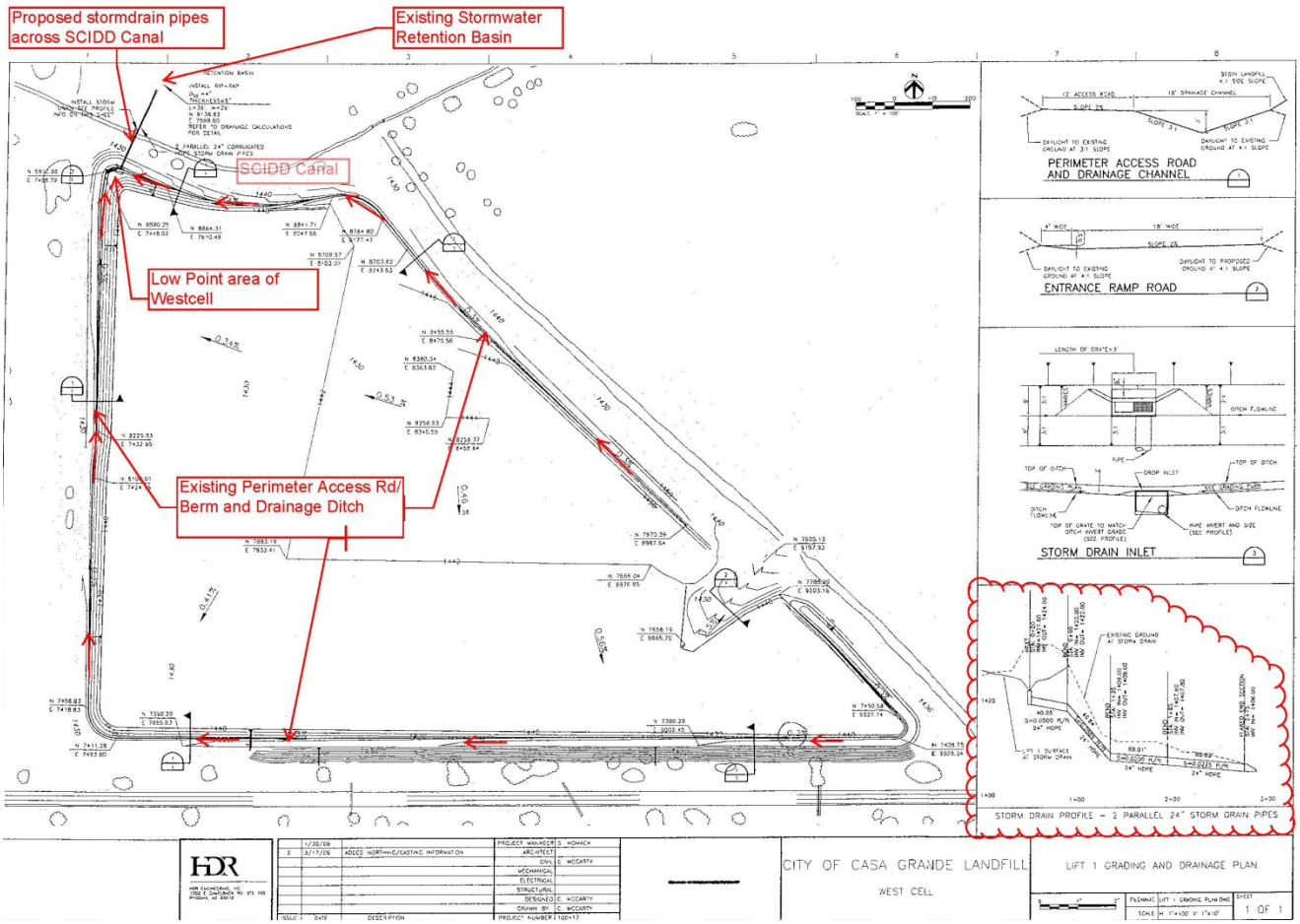

Figure 3: Casa Grande Municipal Landfill West Cell Previously Proposed Storm Drains

All work shall be accomplished in accordance with Arizona State and, Local standards, guidelines and regulations, the Environmental Protection Agency and Arizona Statutes. Consultant will be selected through a qualifications-based selection process. A detailed scope of professional services and professional fees will be negotiated and will be submitted for review and approval by the City Council. Once approved, a formal contract will be executed between the City of Casa Grande and Consultant. The City will administer the contract and provide staff support.

The consultant selected to perform this work shall be required to obtain and maintain insurance coverage as specified in the sample Contract. Consultants selected to perform under this solicitation shall also be required to obtain a City of Casa Grande business license.

SECTION 2: ABBREVIATED SCOPE OF SERVICES

The **Consultant** will provide the services under the direction of a Registered Professional Engineer within the State of Arizona in the appropriate discipline. The purpose of this project is to verify drainage limits of west cell and develop a drainage plan for landfill west cell's current and ultimate development. The major objectives of the project are:

i. Coordination with the BIA and SCIP to determine their design requirements and fees for irrigation canal crossing.

ii. Preparation and submission of Categorical Exclusion (CatEx) or preparation of an Environmental Assessment to satisfy the BIA National Environmental Policy Act (NEPA) compliance for Encroachment Permit. National Historic Preservation Act (NHPA) compliance, if needed.

iii. Compile a database of critical project hydrological and hydraulic information, including proposed drainage infrastructure by other consultants for this project, existing infrastructure data, and information on alternative solutions to avoid duplication of efforts.

iv. Identify cost-effective, context sensitive, conceptual and final design with evaluations that are acceptable to the City and stakeholders.

v. Initial and final engineering design for stormwater ditches along the berms, stormdrain pipe crossings and conveyance to the existing retention basin.

vi. Obtaining encroachment and other necessary permits from the City and other agencies involved in the project.

All documents will be delivered as 5 copies, 1 original and 1 digital copy (PDF) in the following formats:

Reports – 8 ½ " x 11 inch one sided copies in Arial 12 point format with coversheet signed and sealed by an Arizona licensed professional engineer.

Engineering Plans in 24 x 36 inch format and half size scalable format 11 x 17 inch format.

Provide an engineer's estimate of probable costs for engineering plan.

Subject to availability of additional funds, the selected Consultant may, at the City's sole discretion, be awarded a contract to provide construction phase administrative services. The project will be fully designed in compliance with the City of Casa Grande, Code of Ordinance drainage requirements. This may involve developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts, cost estimates and all activities required to undertake and accomplish a full and complete project design, detailed plans and specifications. All electronic documents will be delivered on USB flash drive, CD or DVD disk in a version confirmed usable by the City of Casa Grande IT department. An "as issued for bid" or "as published" copy in PDF format in a version confirmed usable by the City of Casa Grande IT department also delivered on USB flash drive, CD or DVD. Deliver project documentation in Microsoft word, AutoCAD and pdf formats.

ITEMS TO BE SUPPLIED BY THE CITY

Aerial Photography

As requested by the **Consultant**, the City may provide the latest information of the project area from its GIS resources when requested.

Aerial Topography

As requested by the **Consultant**, the City may provide most recent aerial imagery and 2-ft contours information up to the Landfill limits. USGS topography and other aerial imagery data can be used for the area outside the Landfill limits, if needed.

Record Drawings

As requested by the **Consultant**, the City will provide approved plans and record drawings of development projects in the vicinity of the project from the available City files.

SECTION 3: SOLICITATION SCHEDULE

Pre-Submittal Meeting
The City will conduct an **optional pre-submittal meeting** on **January 07, 2016 from 10:00 a.m. to 11:30 a.m.** at:
North Operations Center,
3181 N Lear Ave.
Casa Grande AZ 85122
(520)421-8625.

Interested consultants may conduct a site visit and ask any questions during City business hours.

At this meeting City staff and consultants will discuss the scope of work, general contract issues and respond to questions from the attendees. City staff, evaluation committee members and consultants will not be available to respond to individual inquiries regarding the project scope prior to, or subsequent to this pre-submittal meeting, therefore, it is strongly recommended that interested firms send a representative to the pre-submittal meeting.

Last date for questions and/or requests for clarifications is January 12, 2016 at 5:00 PM which shall be submitted in writing to:

Name: Abdul Rashid
Title: Civil Engineer/Project Manager
Email: arashid@casagrandeaz.gov

Statements of Qualifications are due on Friday Jan 22, 2016 – 2:00 PM. An Evaluation Committee will evaluate each Statement of Qualifications (SOQ) according to the Evaluation Criteria in Section 6 of this Request for Qualifications.

This calendar Schedule of Events is an integral part of the 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.

Event Item (Referenced Document)	Date and Time
Request for Qualifications Release	12-10-2015
Advertisement for SOQ's	12-11-2015
Pre-submittal Conference	10:00 a.m. - 11:30 p.m. on 01-07-2016
Time and Closing Date to Receive Qualifications	2:00 pm on 01-22-2016
Review Qualifications and Notify Top Ranked Firm	02-19-2016
Scope and Fee Negotiations Completed	03-04-2016
Anticipated Council Approval of Selected Firm/Team	05-04-2016
Notice to Proceed (NTP)	06-03-2016
Completion of Contract/Work	09-05-2016

SECTION 4: 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. "Project Manager" 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 an invitation for bids (IFB), a request for submittals (RFP), a request for quotations (RFQ) or a request for statement of qualifications (SOQ).

Preparation of Submittal

A. Copies of Submittal: To be considered responsive, one (1) clearly marked original SOQ, five (5) copies of the SOQ and, one (1) digital copy (PDF format preferred) must be submitted in a sealed envelope or box with the SOQ Description and the submitter's name and address clearly indicated on the package by the deadline. The submittal should be no more than 10 pages, excluding, cover letter, dividers and appendices. The submittal shall be on 8 1/2 x 11 inch paper printed on one side only with no smaller that 12-point font. Submittals not complying with the format or page count limitation may result in the rejection of the submittal. The submittal

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 provided either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation must be legible and contain the same information requested on the form. A facsimile, or telegraphic submittal will be rejected.

C. 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.

D. Amendments: Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and must 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.

E. 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.

F. 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 must 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.

G. 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.

H. 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.

I. 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 deliver the submittal to the appropriate location

- Failure to provide complete, signed copies of 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.

J. City Rights: The City of Casa Grande reserves the right to reject any or all Submittals, 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.

Inquiries

A. Sollicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the City of Casa Grande Project Manager. The submitter may not contact or direct inquiries concerning this solicitation to any other employee. All Consultants interested in this project (including the Consultants 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 Consultants, assure that contract decisions are made in public and to protect the integrity of the selection process. **The Project Manager/Contact Person for this Solicitation shall be:**

Abdul Rashid, PE CFM
City Civil Engineer
3181 N Lear Ave.
Casa Grande, AZ 85122
520-421-8625 x3342
arashid@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 must be submitted at least **ten (10) 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 their inquiries.

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) They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and

ii) They do 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 Consultant, 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 subconsultant 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 will be rejected.

Award of Contract

A. Number or Types of Awards. Where applicable, the City of Casa Grande reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City of Casa Grande. If the Contract Administrator determines that an aggregate award to one submitter is not in the City of Casa Grande's interest, "all or none" submittals shall be rejected.

B. Contracting. Each consultant or Firm selected shall be required to sign and execute a standard City of Casa Grande form of Contract, and conform to all requirements contained therein. This Contract shall not be a guarantee or promise of work; the execution of Contracts shall enable the City to direct work in an expeditious manner when required. A sample of such contract is included with this solicitation.

C. 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 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:

A. The name, address, and telephone number of the protester;

B. The signature of the protester or its representative;

C. Identification of the purchasing agency and the solicitation or contract number;

D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

E. 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.

SECTION 5: SUBMITTAL REQUIREMENTS

General Requirements

Consultant will be selected through a qualifications-based selection process. Consultants interested in providing services must submit a Statement of Qualifications (SOQ) that meets the criteria set forth in this section. Information included in the SOQ response may 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 investigation by the City, may be used in the evaluation and selection process.

Interested consultants are to submit a detailed SOQ providing information on: capabilities, experience, staff, and past projects performed. Email address of the consultant's contact person must be provided. The SOQ shall also contain a minimum of three (3) client references and their contact information. Submittal package must contain signed and completed copies of each of the forms contained in Appendix "C," packages submitted without these documents shall be deemed unresponsive, shall not be considered, and will be discarded.

Submittals must be delivered in a sealed package bearing the title of the solicitation. Packages must be delivered prior to the submittal deadline to the Address listed below; any submittal package received after the deadline shall not be considered and will be discarded.

Address and Submittal deadline information:

TITLE:	**LANDFILL PERIMETER BERM AND DRAINAGE DITCHES PROFESSIONAL SERVICES**		
SUBMITTAL DUE DATE:	**JAN 22, 2016**	**TIME:**	**2:00 PM**
SUBMIT TO:	Office of the City Clerk City of Casa Grande 510 E. Florence Boulevard Casa Grande, AZ 85122		

SECTION 6: 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. Interviews/Presentations with the firms will not be held. A final list of at least three and not more than five firms will be issued.

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.

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.

Factor *Max. Points*

General Information **(10)**

1. Provide a general description of the prime firm and/or team with any sub-consultants that is proposing to provide professional services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
2. Provide the following information:
    a. List of the Arizona Professionals held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm. Authority to conduct business in Arizona (Arizona Board of Technical Registration Number) and insurability. Project manager must be a registered Professional Engineer (provide no.).
    b. Identify any officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

Experience and Qualifications of the Firm/team **(20)**

1. Identify at least three, but not more than five, comparable projects in which the submitting firm served as prime consultant.

    For each comparable project, provide:

    - A description of the project
    - Role of the firm. Identify the percentage of work self-performed. Also specify the services provided during design phase (e.g. cost estimating, scheduling, value engineering etc.)
    - Provide original contracted cost and final cost of the project
    - Provide original contracted days and final project completion days with an explanation for significant deviation.
    - Project Owner
    - Supply at least three owner references with contact names, email addresses, and phone numbers for each of the projects listed.
2. Office location(s) where the work will be performed, organizational structure of each firm, and size and discipline make-up of staff. Percent of work to be performed within the State of Arizona.

Experience of the Key Personnel to be Assigned to this Project **(25)**

1. For each key person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide:

- Description of the project
- Role of the Person on the project
- Project's original Contracted Cost and final cost
- Provide original contracted days and final project completion days with an explanation for significant deviation.
- Project Owner
- Supply at least two owner references with contact names, email addresses, and phone numbers for each of the projects listed.

2. Identify the home office location of the key staff on this project, their length of time with the firm, and the percent of their work expected to be done locally.
3. List any proposed consultants/sub consultants, including key staff names and the experience and qualifications of these individuals. Breakdown of work between prime and sub-consultants by task and by percent of total contract.
4. Provide a projected project schedule identifying major milestones and activities.

Understanding of the Project and Approach to Performing the Required Services (25)

1. State an understanding of the project requirements. Discuss any significant project features or requirements that the team perceives will influence this study project. Provide a detailed description of the approach the team will take to conduct and complete the project. Identify any project issues or concerns involved with the project and discuss how you will address and mitigate these issues or concerns.
2. Describe the project management methodologies and systems used by the prime firm to ensure conformance to the schedule, fee budget and, quality assurance/quality control processes. Describe systems used for planning, scheduling, estimating and management. Briefly describe the firm's experience on quality control, dispute resolution and management.

Quality Control Plan (10)

1. Describe the firm's quality control program and identify processes to be used to ensure the finished project will meet the Owner's requirements. Describe methods, procedures and staffing to accomplish this task.

Sub-Consultants Selection Plan (10)

1. Describe the firm's plan to select and engage major sub consultants to complete the project work. As a minimum, describe which tasks the firm proposes to perform with its own forces and which major tasks will be executed by sub-consultants.
2. Identify which key subconsultants, if any are proposed to be selected with justification to support that recommendation.

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.

SAMPLE

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

SAMPLE

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:

SAMPLE

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

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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.

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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

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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 of 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

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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

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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

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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 _____.

SAMPLE

SIGNED AND DATED this the _____ day of _____, 20_____.

CITY OF CASA GRANDE, an Arizona municipal corporation.

_____

By:_____
James V. Thompson,
City Manager

By: _____
Name: _____
Title: _____

Attest:

_____
Remy Miller, City Clerk

Approved as to form:

_____
Brett Wallace, City Attorney

State of _____)
) ss
County of _____)

Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____self to be the _____ of _____, being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

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EXHIBIT “A”—SCOPE OF SERVICES

EXHIBIT “B”— FEE SCHEDULE – ENGINEERING SERVICES ESTIMATE

EXHIBIT "C"

REQUIRED FORMS

THESE FORMS MUST BE SIGNED AND RETURNED WITH SUBMITTAL

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish services 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 **Sample** Contract

COMPANY NAME:

_____

ADDRESS:

_____

CITY/STATE/ZIP:

_____

PHONE: _____

FAX:_____

CONTACT PERSON:

_____

EMAIL for CONTACT PERSON:

_____

AUTHORIZED COMPANY SIGNATURE AND TITLE:

_____

THIS FORM MUST BE SIGNED AND RETURNED WITH SUBMITTAL

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, affiant,
(Name)

the _____ of
(Title)

_____
(Consultant/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: _____