

CITY OF CASA GRANDE, ARIZONA

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Casa Grande will receive a statement of qualifications for the following:

DESIGN AND CONSTRUCTION PROJECT MANAGEMENT SERVICES

The City of Casa Grande intends to select up to 4 Consultants to provide design or construction project management services in support of the City of Casa Grande Public Works Departments. This task shall include various disciplines and services. We invite interested consultants/firms to submit a Statement of Qualifications (SOQ) detailing capabilities and experience in the design or construction management categories.

Each response shall be per the RFQ instructions and scope of the 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. All responses must be submitted by 2:00 PM local time on Wednesday, July 23, 2025, to the City Clerk at the address specified below.

Responses must be addressed to:

**Office of the City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, AZ 85122**

The envelope must be boldly marked:

**STATEMENT OF QUALIFICATIONS
DESIGN AND CONSTRUCTION PM SERVICES
SOLICITATION 1040-26-CG
July 23, 2025- 2:00 PM**

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. The City of Casa Grande intends to abide by A.R.S. 34-103 for procuring technical registrants for work on public buildings and structures, including the shortlist and direct selection provisions.

City of Casa Grande

Adriana Carpio-Solis
City Clerk



REQUEST FOR QUALIFICATIONS

FOR

DESIGN AND CONSTRUCTION PROJECT MANAGEMENT SERVICES

Statement of Qualifications due by:

Wednesday, July 23, 2025 – 2:00 PM

SOLICITATION NUMBER RFQ 1040-26-CG

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SECTION 1: PROJECT DESCRIPTION

The City of Casa Grande intends to select up to four (4) Consultants (two for design and two for construction) to provide design and construction project management services supporting various projects. Firms may not pursue both categories. Consultants shall identify their category on the form found in Appendix B. We invite interested firms to submit a Statement of Qualification (SOQ) detailing their capabilities and experience. The following projects may be included. The final list will be provided after the selection of firms. The top-ranked consultant will have their choice of the first two projects. The next consultant with the highest rank will manage the remaining two projects. The following projects are tentatively included:

Design:

1. O'Neil Dr, Hubbard St to N Peart Rd and Colorado St, Cottonwood Ln to Judi Dr
2. E Kortsen Rd, from N Pinal Ave to N Peart Rd.
3. E Cottonwood Ln/N Mission Pkwy (roundabout)
4. The intersection of N Ethington Rd. and W Maricopa Casa Grande Highway.

Construction:

1. N Thornton Rd/W Cottonwood Ln Intersection
2. Maximum of four traffic signals
3. E Kortsen Rd. from Colorado St. to Peart Rd.
4. Fifth St. from W Dry Lake Rd. to W Marshal St.

Negotiations will be with the selected firms for each project separately. **As the City retains the rights to shift project funding, we make no guarantee that ANY work will be completed under this program.**

Consultants selected to perform any task under this Solicitation shall be required to hold valid professional registration (Individual and Firm) as necessary for any task and as required by the Arizona Revised Statutes.

Consultants selected to perform any task under this Solicitation shall be required to obtain and maintain insurance coverages as specified in the sample Contract. Consultants chosen to perform any task under this Solicitation shall also be required to obtain a City of Casa Grande business license.

Appendix "A" lists various disciplines of services and typical tasks that may be required in support of the City. Each interested consultant shall review the list. It is highly recommended that the consultant specify their experience in managing these tasks in the SOQ.

SECTION 2: SUBMITTAL REQUIREMENTS

2.1 General Requirements

Consultants 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 outlined in this section. Consultants may also group in a joint venture and submit a single SOQ. The 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 any other relevant source, including an independent investigation by the City, may be considered in the evaluation and selection process.

Interested Consultants are to submit a detailed SOQ providing information on the capabilities and experience of the proposed project manager and past projects performed. The SOQ shall also contain at least three (3) client references and their current contact information. The submittal package must contain signed and completed copies of each of the forms in Appendix "B." Packages submitted without all these documents shall be deemed unresponsive, will 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 to the address listed below prior to the submittal deadline; any submittal package received after the deadline shall not be considered and will be discarded.

Address and Submittal deadline information:

TITLE: STATEMENT OF QUALIFICATIONS
DESIGN AND CONSTRUCTION PM SERVICES

SUBMITTAL DUE DATE: July 23, 2025 **TIME:** 2:00 PM

SUBMIT TO: Office of the City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, AZ 85122

SECTION 3: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

3.1 Definition of Terms Used in These Instructions

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

- A. "Attachments" means all items required from the Submitter as a part of the submittal.
- B. "Days" means calendar days unless otherwise specified.
- C. "Emergency" means a sudden, unexpected occurrence or occasion requiring
- D. immediate action.
- E. "Exhibits" means all items attached to the Solicitation.
- F. "Submittal" means bid, submittal, quotation, and statements of qualifications.
- G. "Submitter" means a vendor or provider who responds to any Solicitation.
- H. "Project Manager" means a vendor or person duly authorized to enter into and administer contracts and make written determinations concerning the Contract or their designee.
- I. "Solicitation" means requesting a statement of qualifications (SOQ).

3.2 Preparation of Submittal

- A. Copies of Submittal: To be considered responsive, Submitter must submit one (1) original, one (1) copy, and one (1) digital PDF copy of the SOQ on a CD or Thumb drive (USB type). Submittal must be in a sealed envelope or box with the SOQ description and submitter's name and address indicated on the package and received by the deadline. The submittal must bear the original signature of an authorized representative and identify a representative for contact, including a valid email address.
- B. Number of Pages and Format: The proposal shall have a maximum of five (5) pages. A page is defined as an 8½ x 11-inch. An 11 x 17-inch page is not allowed. A portrait or landscape format is acceptable. A page with text on the front and back will count as two pages. A page with text on the front and blank on the back will count as 1 page. All proposal pages are counted from beginning to end to arrive at the maximum allowable page limit stated in the RFQ Package. All pages, including the front cover (except a clear front cover will not count as a page), table of contents, divider sheets, etc., are counted as pages.

The City strongly suggests that firms use an 11-point or larger font for the body of the proposal. Standard basic fonts like Arial and Times New Roman are highly recommended. The goal is to make the document clear and legible. Proposal scores will be adversely affected if SOQs are not readable or the font size is too small for Selection Panel members to read.

- C. 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, telegraphic, or submittal by methods other than specified in this package will be rejected.
- D. Duty to Examine: The Submitter is responsible for examining the entire Solicitation, seeking clarification in writing, and checking its submittal for accuracy before submitting. 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 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.
- 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. Suppose a submitter believes that information in its submittal should remain confidential. In that case, it must stamp that as confidential information and submit a statement with its submittal detailing the reasons that information should not be disclosed. The City of Casa Grande shall decide 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 outlined in an attachment to the submittal.
- I. Release of Project Information: The City shall release 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 deliver the submittal to the appropriate location
- Failure to provide complete, signed copies of required forms
- Failure to acknowledge the addenda by signing the addenda

These failures will result in disqualification, and the City shall not take action, including late acceptance by the City Clerk, to waive or otherwise affect the disqualification.

- K. 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.

3.3 Inquiries

- A. Solicitation Contact Person: Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the City of Casa Grande Project Manager. Submitter may not contact or direct inquiries concerning this Solicitation to any other employee. All Consultants interested in this project (including the consultant's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact to influence the selection or create 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 protect the integrity of the selection process. **The project manager/Contact Person for this Solicitation shall be:**

Duane S. Eitel P.E., PTOE,
Deputy Public Works Director/City Engineer
3181 North Lear Avenue
Casa Grande, AZ 85122
deitel@casagrandeaz.gov

- B. Submission of Inquiries. All inquiries are to be submitted via email ONLY. Each inquiry shall refer to this Solicitation in the email's subject line. A list of all inquiries received and responses by the City, shall be generated and made available to all interested parties via posting on the City's website seven (7) days before the submittal deadline.
- C. Timeliness. Any inquiry must be submitted no later than fourteen (14) 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.

3.4 Cost of Submittal Preparation

The City of Casa Grande shall not reimburse any submitter for the cost of responding to this Solicitation.

3.5 Certifications, Disclosure, and Disqualification

- A. Non-collusion, Employment, and Services. By signing the submittal form or other official Contract, submitter certifies that:
- They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
 - 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 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 sub-consultant 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. 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 to 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.

3.6 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, a group of line items, or an aggregate award, whichever is deemed

most advantageous to the City of Casa Grande. If the Contract Administrator determines that an aggregate 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 a contract is included with this Solicitation.
- C. Contract Inception. A submittal does not constitute a contract, nor does it confer any 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.

3.7 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 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;
- E. The form of relief requested.

3.8 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 Instruction to Submitters.

3.9 Persons with Disabilities

Persons with disabilities 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"

SERVICE CATEGORIES

Services will be provided for the projects assigned to the Consultant. The process will consist of the City contacting the Consultant and requesting proposal(s) for services related to an individual project. The Consultant will then prepare a detailed scope and budget for each Task Order. The scope and fee for each project will be agreed upon by the City Representative and the Consultant prior to proceeding with the required services.

All work to be performed under the program will be coordinated by the City Project Manager (PM). For each project to be performed, the PM will request a Scope and Fee proposal. Proposals will be reviewed and negotiated by the PM. Solicitation of the proposal shall not be construed as a guarantee that the work will be assigned. The City reserves the right to reject any proposal. Consultant may NOT begin work on any job until a detailed scope and fee proposal has been submitted and approved by the Project Manager or his authorized representative. Payment for any work not authorized by the Project Manager or his authorized representative will not be made by the City of Casa Grande.

GENERAL PROJECT MANAGEMENT

Tasks may include work such as the following:

- Overseeing consultants and contractors for design and construction projects from inception to completion.
- Managing budget, schedule, and resources.
- Ensuring that the project meets quality standards.
- Coordinating with engineers, architects, and other workers.
- Coordinating with city staff
- Complying with safety and building codes. (i.e. traffic signal electrical inspections)
- Reporting project progress and budget.
- Overseeing agency permitting, environmental permitting, report writing, cost estimating, support in preparing and bidding contract documents, and other related tasks, as necessary.
- Tasks also include reviewing the Civil Engineering Plans and Temporary Traffic Control Plans.
- General construction administration services, project and progress scheduling, and project reporting. These tasks may be related to improvements, including utilities, earthwork, paving, underground, processes and controls, and other related tasks, as necessary.

APPENDIX "B"
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:_____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____)ss

_____, affiant,
(Name)

the _____
(Title)

Of _____
(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.

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____, 2023

(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: _____

SUBMITTAL CATEGORIES

Consultant/Firm Name: _____

Check each Category/Task for which consideration is sought:

DESIGN PROJECT MANAGEMENT

☐ Contract Administration

CONSTRUCTION PROJECT MANAGEMENT

☐ Contract Administration

APPENIDX "C"

Sample Contract Form

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into as of the date of the last signatory, by and between (hereinafter known as "Consultant"), a _____ authorized to do business in the state of Arizona, 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 known and described as "_____" (hereinafter the "Project").

1. Term and Scope of Consultant's Services.

The Consultant agrees to provide services to the City for the performance of the Project, consistent with the Scope of Services and in the timeframe identified as Exhibit A and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Contract.

2. Accounting and Payment for Consultant Services.

Payment to the Consultant for services rendered under this Contract shall be a sum total not to exceed \$ _____, along with change orders issued in accordance with the City's Purchasing Policy, as set forth in Exhibit B. Where Exhibit B requires payments by City on a monthly basis for the percentage of the services completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit B, by itemized documentation of units of service 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.

The City Contingency is a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the City's contingency will be set solely by the City. This Contingency shall be used only by the City for upgrades and changes in scope or other changes not already included within the intent of the Project. City shall provide Consultant with a Work Change Directive authorizing Consultant to perform the additional work. These additional costs shall be in an amount mutually agreed upon by Consultant and City. Any amount allocated for contingencies that is not used belongs to, and remains with, the City.

3. Assignment and Subcontracting.

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 subcontractors or subconsultants comply with the terms and conditions of this Contract and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Consultant's services shall be furnished by the Consultant as an independent contractor 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 Contract by the Consultant as an independent contractor.

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 subcontractor, or subconsultant, or any employee of any subcontractor, or 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 Contract. 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 Contract.

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 Contract 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 or without 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 Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Consultant shall preserve and maintain all financial records and records relating to the performance of services under this Contract 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 to this Contract. Any, and all, agreed modifications shall be in writing, signed by each of the parties.

10. Time is of the Essence.

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

11. 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 services elsewhere. If the contract is terminated for default, the Consultant shall not be entitled to receive any further payments under the contract until all services 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 services, including all increased costs for completing the services, 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.

12. 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 services performed at unit contract prices for completed items of service. An equitable adjustment in the contract price for partially completed items of service will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted

services. 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.

13. Equal Opportunity.

This Contract, 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.

14. 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 Contract, 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 Contract shall be governed by the laws of the State of Arizona.

15. Insurance.

15.1 Consultant Liability Insurance. Upon signing of the Contract 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 15. 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:

15.1.1 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 Contract.

15.1.2 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.

15.1.3 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 this Contract for the performance of Consultant's services.

15.1.4 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 this Contract, including mobile equipment. Consultant shall also require its agents, contractors, licensees, and others performing the obligations, or exercising the rights, of Consultant under this Contract to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15.1.5 Adjustment of Liability Limits. If the initial term of this Contract shall exceed ten years or if the aggregate term of this Contract, including any extension or renewal terms agreed to by the parties or provided for in this Contract shall exceed ten years, on each tenth anniversary of the date of this Contract, the liability limits provided for in sections 15.1.2 and 15.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of this Contract or the date of the last such increase as appropriate.

15.1.6 Professional Liability. The Consultant retained by the City to provide the engineering services required by this Contract 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 an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. 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.

15.2 Insurance Certificate. Consultant shall not exercise any of its rights under this Contract 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.

15.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as the certificate holder and as additional insured parties in respect of all liability coverage except workers' compensation. 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.

15.2.2 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.

15.2.3 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.

15.3 Severability of Interests. The policies referenced in 15.1.2. and 15.1.3. shall contain a severability of interest 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."

15.4 Waiver of Subrogation. 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, contractors, licensees and others performing the obligations, or exercising the rights, of Consultant under this Contract to provide a similar waiver for City of Casa Grande's benefit.

15.5 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 this Contract to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

16. Withholding Payment.

In the event the Consultant has failed to perform any substantial obligation to be performed by the Consultant under this Contract and said failure has not been cured within the times set forth in this Contract, 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.

17. 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.

18. 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.

19. Consultant Commitments, Warranties and Representations.

Any written commitment received from the Consultant concerning this Contract 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 Contract, 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.

20. 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. Consultant 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.

21. Disputes.

21.1 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.

21.2 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 Services performed, labor and material used, and all costs and additional time claimed to be additional.

21.3 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 services 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.

22. Ownership of Items Produced.

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

23. 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 any other contractor, subcontractor, subconsultant, or any supplier.

The Consultant shall not negotiate, contract, or make any agreement with any other contractor, subcontractor, subconsultant, or any supplier with regard to any of the services under this Project, or any services, equipment or facilities to be used on this Project.

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

24. 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.

25. Indemnification.

(Revised January 2024)

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Casa Grande, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant, its agents, employees, or any tier of Consultant's subcontractors, or subconsultants, in the performance of 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 its contractors, subcontractors 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.

26. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

27. Confidentiality

The Consultant, its employees, subcontractors, subconsultants, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Consultant in performance of this Contract, 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.

28. 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.

29. Notice

Except as set forth elsewhere in this Contract, for all purposes under this Contract, 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.

30. 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.

31. 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.

32. Survival

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 34, 35, 36, and 37 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Contract for any reason.

33. 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.

34. Entire Agreement

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

35. E-Verify

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors and/or 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 subcontractor's and/or subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by City. The Consultant agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors and/or subconsultants on this project to ensure that those subcontractors and/or 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 subcontractors and/or subconsultants who

work on this Contract to ensure that the Consultant and its subcontractors and/or subconsultants are complying with the above-mentioned warranty. The Consultant and its subcontractors and/or subconsultants warrant to keep the papers and records open for random inspection during normal business hours by City. The Consultant and its subcontractors and/or 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.

36. Compliance with A.R.S. §35-393 and 35-393.01

Consultant acknowledges and agrees that it is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Consultant acknowledges that it has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

37. Compliance with A.R.S. §35-394

A. Consultant acknowledges and agrees, through the signed written certification attached hereto as Exhibit D and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, subconsultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. If, during the term of this contract, Consultant becomes aware it is not in compliance with the written certification in Exhibit D, Consultant shall notify City within five business days after becoming aware of the noncompliance. If Consultant does not provide City with a written certification that Consultant has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

38. Counterparts and Electronic Signatures

Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign

electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

City of Casa Grande, an Arizona
municipal corporation

By: _____
Larry D. Rains
City Manager

By: _____
Name: _____
Title: _____

Date: _____ 202__

Date: _____ 202__

Attest:

Gloria Leija, MMC, City Clerk

Approved as to form:

Brett D. Wallace, City Attorney

EXHIBIT A -- SCOPE OF SERVICES

DRAFT

EXHIBIT B -- FEE SCHEDULE

DRAFT

EXHIBIT C – A.R.S. §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Consultant agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Company Name

Signature of Person Authorized to Sign

Company Street Address

Printed Name of Signatory

City, State, Zip

Title of Signatory

EXHIBIT D – A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.
2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Consultant acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, subconsultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Consultant agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Company Name

Signature of Person Authorized to Sign

Company Street Address

Printed Name of Signatory

City, State, Zip

Title of Signatory