



**REQUEST FOR STATEMENTS OF QUALIFICATION GS-2018-0001:
On Call Engineering Survey Services
 FOR THE CITY OF GLOBE, ARIZONA**

INTRODUCTION

The City of Globe will accept sealed statements of qualifications for On Call Professional Services at the address or physical location until the date and time detailed below. Late offers will not be considered. *Offers shall be submitted in a sealed package clearly labeled "ON CALL GENERAL ENGINEERING SURVEY SERVICES FOR THE CITY OF GLOBE" and the Offeror's name and address clearly indicated on the front of the package.* All offers shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* request for statement of qualifications.

Offer Due Date:	February 20, 2018
Offer Time:	2:00 PM Arizona Time
Number of Qualifications:	1 unbound original 4 bound copies and 1 electronic copy submitted on a CD or flash drive
Contact:	Shelly Salazar, City Clerk (for submittal of RSOQ)
Contact:	Jeannie Sgroi (for all questions related to this document)
E-Mail:	ssalazar@globeaz.gov 150 N. Pine Street Globe, AZ 85501 (928) 425-7146 jsgroi@globeaz.gov 9285-425-7146 Ext. 19
Mailing Address:	150 N. Pine Street, Globe, AZ 85501
Location:	150 N. Pine Street, Globe, AZ 85501

OFFER

To the City of Globe: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City an offer that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. Any exceptions to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the City.

The undersigned Offeror declares that before preparing this offer, he or she read the Proposal documents (“RSOQ”) carefully, and that this offer is made with full knowledge of the RSOQ requirements. By signing this offer, Offeror agrees to all conditions contained in the Proposal Documents. The Offeror declares that he or she has lawful authority to execute the within and foregoing Offer. The Offeror declares that he or she has received any Addenda issued.

Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ Email: _____
Federal Employer Identification Number: _____	Telephone: _____
_____ Company Name	_____ Authorized Signature for Offer
_____ Address	_____ Printed Name
_____ City State Zip Code	_____ Title

INSTRUCTIONS TO OFFEROR

1. **PREPARATION OF OFFER:**
 - a. Telegraphic (facsimile) or Mailgram offers will not be considered.
 - b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the offer shall be initialed in original ink by the authorized person signing the Offer.
 - d. Periods of time, stated as a number of days, shall be calendar days.
 - e. It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications* (“RSOQ”) package and seek clarification of any item or requirement and to check all responses for accuracy before submitting an offer. Negligence in preparing an Offer confers no right of withdrawal after offer due date and time.
2. **INQUIRIES:** Any question related to the RSOQ shall be directed in writing or via e-mail to the person whose name appears on the front. Any correspondence related to a RSOQ should refer to the appropriate RSOQ ID, page, and paragraph number. However, the Offeror shall not place the RSOQ name on the outside of any envelope containing questions since such an envelope may be identified as a sealed offer and may not be opened until after the official RSOQ due date and time.
3. **OFFER FORMAT:** *A total of one (1) unbound original document (label original), four (4) bound copy documents, and one (1) electronic copy submitted on a CD or flash drive shall be submitted in the format indicated in the Offer Format and Requirement section of the RSOQ. The submittal shall be limited to ten (10) pages, plus resumes.*
 - *Cover Letter (1 page)*
 - *General Information (1 page)*
 - *Experience (2-4 pages)*
 - *Understanding of City of Globe Projects (2-4 pages)*
 - *Approach (2-4 pages)*
 - *Summary*
4. **DUE DATE AND TIME:** Offerors must submit offers to the City Clerk or designee by 2:00 pm on February 20, 2018 at the address listed on the Introduction/Offer Sheet (Page 1 of RSOQ). Late offers will not be accepted.
5. **OFFER OPENING:** Offers shall be opened immediately following the time and at the place designated on the cover page of this document. The name of each Offeror and the identity of the request for statements of qualifications for which the offer was submitted shall be publicly read and recorded in the presence of a witness.
6. **WITHDRAWAL OF OFFER:** At any time prior to the specified offer due date and time, an Offeror (or designated representative) may withdraw the offer. An offer may not be amended or withdrawn after the offer due date and time except as otherwise provide by applicable law.
7. **AMENDMENT OF OFFER:** Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the document prior to the specified offer due date and time.

8. **EVALUATION:** The City of Globe shall evaluate the qualifications of Offerors based upon the following criteria listed below in relative order of importance.
 - a. Firm's demonstrated experience with the Professional Services offered.
 - b. Firm's demonstrated experience working with other governmental entities, regulatory agencies, irrigation districts, developers, private entities, and correctional institutions related to the Professional Services offered.
 - c. References. References and current work history will be confirmed. Negative responses may be a basis for disqualification.
 - d. Quality and applicability of proposed approach and expertise.
 - e. Overall conformance to RSOQ including offer format and required responses.
9. **Discussions and Interviews:** After the receipt of offers, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all offers prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

RSOQ CRITERIA AND WEIGHTED SCORING

A firm will be selected through a qualifications-based selection process. Firms interested in providing professional services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

- 1) General Information (0 – 5 points)**
 - a) The Transmittal Letter shall:
 - i) State that all information and statements contained in the Proposal are current, correct and complete and,
 - ii) That the Proposal is provided without collusion or fraud.
 - iii) Contains a listing of all firms, which are part of the Respondent's Project team and designate a contact person for all communications to and from the City of Globe.
- 2) Experience and Qualifications (0 – 30 points)**
 - a) Identify at least four comparable four comparable contracts the firm has completed (One of which should be a municipal contract).
 - b) Special consideration will be given to firms that have provided services for contracts with similar scopes of work.
 - c) For each comparable contract identified, provide:
 - i) Services provided by the firm (specify agency or entity that contracted for the services provided by your firm).
 - ii) Project Owner contact information.
 - iii) Reference information (two names with telephone numbers per project).
 - d) Identify the location of the firm's principal office, and percentage of the work to be done locally.

3) Experience of Key Personnel

(0 – 25 points)

- a) List Key Project Team Members. Describe their availability to the project, their roles, and their overall qualifications to fulfill their roles
- b) Identify the home office (city & state) location of key staff on this project and their length of time with the firm.
- c) Include experience and qualifications of key personnel from any proposed sub-consultants.

4) Understanding of the Project and Approach

(0 – 25 points)

- a) Identify specific challenges which, based on the experience of your firm, might be anticipated on this project based on the scope of work outlined below.
- b) Describe your firm’s project management approach, coordination, cost controls, work quality, and timelines on similar types of work.

5) Overall Evaluation of Firm/Team

(0 – 15 points)

- a) To be determined by panel members. No submittal response required.

INTERVIEW CRITERIA AND WEIGHTED SCORING

The RSOQ weighted scoring (100 points per firm, maximum) is only used to determine the firms that will be invited for interviews. The interviews will have a separate weighted scoring (100 points maximum as determined by the Selection Panel), as listed in the following table that will be utilized to create a final on-call list.

Interview Weighted Scoring	
Criteria	Maximum Points
1. Presentation	
• General Information	5
• Experience & qualification of the firm/team	30
• Experience of key personnel to be assigned to project	25
• Understanding of the project & approach to the project	25
Total Presentation Points	85
2. Questions & Answers related to presentation criteria above	5
3. Overall evaluation of the firm/team and its perceived ability to provide the required services	10
Total Points for Interviews	100

Questions. Questions pertaining to the consultant selection process or contract issues should be directed to Jeannie Sgroi, at jsgroi@globeaz.gov .

SCOPE OF SERVICES

I. INTRODUCTION

The City of Globe is interested in seeking professional and technical services for general Engineering Survey Services for a broad range of projects throughout the City. The entities selected will work with City Staff to provide general Engineering Survey Services.

II. BACKGROUND

GENERAL

The City of Globe intends to establish an on call list of companies who may be contracted to perform professional and technical services for general Engineering Survey Services to assist the City in achieving the goals of the approved Capital Improvement Program (CIP). It is the City's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the City Council. All projects are subject to the availability of funding. All contracts will be with the City of Globe. During the term of the contract, the City reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the City's requirements.

III. SCOPE OF WORK

The City of Globe is responsible for City facilities and infrastructure. The City of Globe CIP program is focused on maximizing City assets.

The selected firm may be required to perform general Engineering Survey Services as follows:

1. **Project Development Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the City of Globe on project requirements, and schedules on matters affecting the project.
 - b. Preparing necessary surveys through field investigations, and engineering studies required for preliminary design considerations.
 - c. Developing schematics, sketches, project recommendations and preliminary layouts.
2. **Design Phase.** This phase includes activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying studies.
 - c. Preparing necessary engineering survey reports and recommendations.
 - d. Printing and providing necessary copies of engineering survey drawings and reports.
3. **Construction Phase.** This includes activities necessary during construction of the project, including:
 - a. Onsite construction surveys involving the services of part time or full-time surveyor during the construction or installation phase of the project.
 - b. Providing consultation and advice to the City during all phases of construction.

4. **Special Services.** Some examples of special services that might be employed for the projects include, but are not limited to, the following:
 - a. Land surveys and topographic maps, legal descriptions and right of way work.
 - b. Field and/or construction surveys.
 - c. Photogrammetric surveys.
 - d. Expert witness testimony in litigation and administrative proceedings involving specific projects.

STANDARD TERMS AND CONDITIONS

These terms shall be the Standard Terms for any Contract entered into as a result of the RSOQ and are incorporated therein and shall be fully binding upon the Offeror/Contactor.

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Globe including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.
 - a. The contract is subject to the provisions of ARS § 38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
 - b. Pursuant to ARS §35-393.01 A; A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

4. **Contract:** The resultant contract between the City of Globe and the Contractor shall include the:
 - (1) RSOQ, including instructions, terms and conditions, scope of work, attachments, and any amendments thereto,
 - (2) The contract terms of the “resultant” contract(s), and to the extent it is consistent with the terms of the RSOQ and resultant contract
 - (3) The offer submitted by the Offeror in response to the RSOQ.

In the event of a conflict in language between the solicitation, the contract or the offer, the provisions and requirements of the written resulting contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms. The RSOQ shall govern in all other matters not affected by the written resultant contract.

5. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RSOQ or any resultant contract.
6. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
7. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
8. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City , its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Contractor’s duty to defend, hold harmless, and indemnify the City , its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant contract including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.
9. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

10. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
11. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
12. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
13. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. City may elect to do any or all:
 - a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance

This shall be accomplished by a written determination by the City.
14. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
15. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
16. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
17. **Cost of Submittal/Offer:** The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
18. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.

19. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by City shall not alter or affect the obligation of contractor or the right of City under the foregoing warranties.
20. **Cooperative Use of Contract:** In addition to the City of Globe, and with the approval of the Contractor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this contract will be the sole responsibility of each eligible political subdivision. The City shall not be responsible for any disputes arising out of transactions made by others.
21. All questions about the meaning or intent of the RSOQ are to be submitted to Jeannie Sgroi, City of Globe, at jsgroi@globeaz.gov (the "Contact Person") in writing as set forth in the notice of RSOQ above. Any interpretation, clarification, or other additional information considered necessary by City in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the RSOQ documents. Inquiries regarding this RSOQ directed to persons other than the City's designated representative may not be answered, and any answers received other than as set forth in this RSOQ will not be binding upon the City for any purpose. City shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or official of the City. A verbal reply to an inquiry does not constitute a modification of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other City employee unless the solicitation specifically identifies a person other than the Contact Person.
22. Addenda may be issued to clarify, correct, supplement, or change the RSOQ documents. Potential Offerors are responsible for obtaining all addenda relevant to this RSOQ through the issuing office or by other means. Failure to acknowledge receipt of any addendum by Offeror may result in disqualification of that Offeror's proposal in the sole discretion of the City.
23. An offer by a corporation, partnership or limited liability company shall be executed in the name of the legal entity and signed by an authorized person and accompanied by evidence of authority to sign. The state of information of the entity and the entity's address for receiving notices shall be shown.
24. The offer shall contain evidence of Offeror's authority and qualifications to do business in Arizona and the City, Offeror's Arizona contractor license number and classifications, and any other required business and/or tax licenses required by the City shall also be shown on the Offer form. Any deviations from the RSOQ standards may render the offer non-responsive.
25. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.
26. The Offeror will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. 1-501 and 1-502 by completing the "Lawful Presence" form provided by the City as Exhibit "A".

27. No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties (the “resultant contract”). If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the City in its sole discretion, the City may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this RSOQ. The City reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.
28. The terms “Offeror”, “Contractor”, “firm”, and “consultant” may be utilized interchangeably in the provisions of this solicitation and the proposal documents. The City and Offeror may be referred to in this contract collectively as the “parties” and each individually as a “party”.
29. The City of Globe is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit proposals to this solicitation.
30. Notwithstanding any other provision of this RSOQ, the City expressly reserves the right to reject any or all offers, or portions thereof; and/or waive any defect or informality in an offer; and/or reissue a RSOQ; and/or exercise any other rights available to the City under the terms of the RSOQ, the City Code, law, or equity; and/or to withhold the award of the RSOQ for any reason the City determines, in its sole discretion.
31. Experiences with the City and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience of Offerors.
32. Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the City. It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.
33. All offers submitted in response to this solicitation and all evaluation related records shall become the property of the City and shall become a matter of public record for review, subsequent to the award notification, in accordance with the City’s Procurement Policy and Arizona’s Public Records laws. Requests for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the City in offers submitted, and the information sought to be protected clearly marked as proprietary. City will not insure confidentiality of any portions of the offer that are submitted in the event that a public record request is made. The City will provide 48 hours’ notice before releasing materials identified by the offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
34. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City Clerk’s office. Requests shall be made as early as possible to allow time to arrange the accommodation.
35. The Offer form submitted shall include a signature by a person authorized to sign the offer. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.

36. City is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City determines that it does not have funds to meet its obligations under the Contract, City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for any project.
37. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the Contractor to penalties up to and including termination of this contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

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

38. Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the City's Insurance Requirements attached as "Sample Contract", as modified by any applicable Special Provisions, of the contract. City may, in the contract documents, designate additional insured(s) along with City (and their respective employees, representatives, agents and officials) on all required insurance policies, and all coverage applicable to the City under this section and the Insurance Requirements in this RSOQ shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of this contract.
39. Contractor's certificates and endorsements shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements set forth in the contract documents, including the City's Insurance Requirements.

40. All warranties, representations and indemnification by Contractor shall survive the completion, termination or other expiration of this contract.
41. Contractor shall cause all work, materials, services or construction provided or performed under the contract to be free of all liens, and if the City requests, Contractor shall deliver appropriate written releases, in statutory form, of all liens to the City.
42. City may terminate the contract, without penalty or recourse, at any time for its convenience by written notice to the Contractor specifying the termination date. In the event of termination which not the fault, in whole or in part, of the Contractor, City shall pay to Contractor only such compensation, including reimbursable expenses, due for work or services properly performed by Contractor prior to the termination date.
43. Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the City, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
44. The contract and all contract documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions thereof. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this contract and all contract documents shall be proper in the Superior Court of Gila County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.
45. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.
- 45.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

SPECIAL TERMS AND CONDITIONS:

These terms shall be the Special Terms for any contract entered into as a result of the RSOQ and are incorporated thereon and shall be fully binding upon the Offeror/Contractor.

PURPOSE: The City of Globe, intends to establish professional service contract(s). The products and services required are detailed in this RSOQ. Based on an evaluation of the Offers and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm until project is completed.

1. **AUTHORITY:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.
2. **TERM OF CONTRACT:** The term of any resultant contract shall commence on upon the issuance of a valid contract following the date of award and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.
3. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
4. **TAXES:** The City of Globe is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
5. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
6. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

7. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all offers, or portions thereof, or
 - c. Reissue a Request for Statement of Qualifications
 - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.
8. **RESULTANT CONTRACT:** A contract shall be issued between the City and the successful Offeror(s) following award by the City Council.
9. **COMPENSATION EVALUATION:** Pursuant to A.R.S. 34-103, *et. seq.*, the most qualified firm or person(s) shall be asked for priced proposals. In the event an agreement cannot be established with the top ranked firm or person(s), the negotiations shall be terminated and the next highest ranked firm or person(s) shall be asked for a priced proposal. This process shall continue in turn with the highest ranked and qualified firm or person(s) until an agreement is reached.
10. **LIQUIDATED DAMAGES:** Liquidated damages shall be in the amount of \$1,000.00 for each calendar day of delay.
 - a. If the contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - b. In the event that the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, in addition to the liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services from another supplier.
11. **INSURANCE:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated in the attached "Sample Contract". The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.
12. **CONTRACT CANCELLATION:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the Contractor for acting or failing to act as in any of the following:
 - a. The Contractor provides material that does not meet the specifications of the contract;
 - b. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

- e. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
 - f. Cancel any contract;
 - g. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - h. Perform any test or analysis on materials for compliance with the specifications of the contract.
 - i. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - j. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - k. Deduction from an unpaid balance;
 - l. Collection against the bid and/or performance bond, or;
 - m. Any combination of the above or any other remedies as provided by law.



**“SAMPLE CONTRACT”
CITY OF GLOBE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of _____, and is by and between the City of Globe, a municipal corporation of the State of Arizona (“**City**”), and _____ (“**Contractor**”).

RECITALS

WHEREAS, the City desires to contract for an amount not to exceed \$ _____, as specified in Attachment “A” (“**Proposed Engineering Services Budget**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Attachment “B” (“**Scope of Services**”) attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Attachment “B”.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the City Manager or his designee to determine acceptable completion.

1.2.2. The City shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the City Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice, for a total contract amount not to exceed \$_____ for the production of the deliverables as spelled out in Attachment "B". ("**Scope of Services**") Contractor shall identify on invoices submitted the current amount being billed for each task, as well as the previous accumulated amount which was billed for each task.

2.2 Categories of Service. The total amount to be paid the Contractor shall not exceed the contract amount of \$_____, and shall be paid for the categories of services described on Attachment "A" the ("**Proposed Engineering Services Budget**").

2.3 Payment Approval. Amounts set forth in Section 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to, and approval, by the City.

2.4 Business License. Contractor will purchase and maintain a business license with the City of Globe.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule agreed on at the beginning of each task. (the "**Project Schedule**").

3.2 Termination.

3.2.1 Termination for Cause: City may terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices, terms and conditions, of this Contract. Unsatisfactory performance, as judged by Industry standards and customary practices, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The City reserves the right to terminate this Contract, with or without cause, upon sixty 60 days' prior written notice. In the event the City terminates this Contract pursuant to this Section 3.2.2, then, in that event, the City agrees to pay for the work performed prior to the date of termination.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The terms of this contract shall be for one (1) year from the date of execution; with an option to renew for up to two (2) additional one (1) year periods, upon mutual agreement of the parties. The City may end this Contract with notice thirty (30) days prior to the anniversary date of the Contract.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract, along with Attachment "A" and Attachment "B", constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator. The City acknowledges the sub-consultant(s) listed in Attachment "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the City shall be the City Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to

the provisions of this article throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this article by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the monthly billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of City's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

4.12.4 The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

4.12.5 The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

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

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

In the case of City:

City of Globe
150 N. Pine St.
Globe, AZ 85501
Attn: City Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 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, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, and do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The City acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless City of Globe, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

4.20.2 In the event the subject action alleges negligence on the part of the Contractor and/or the City, or any third parties not under contract with the Contractor, Contractor's obligations regarding the City's defense under this paragraph include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub consultants, that impact project completion and/or success.

4.20.3 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the City.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.22 Co-op Use of Contract. In addition to the City of Globe, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities may be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “**neutral**”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“**ADR**”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 City-Provided Information and Services. The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Globe. Failure to maintain insurance as specified may result in termination of this Contract at City of Globe's option.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, City of Globe does not represent that coverage and limits will be adequate to protect Contractor. City of Globe reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the City of Globe, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Globe. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Globe, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Globe and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or services under this Contract, Contractor shall furnish City of Globe with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader to coverage scope then underlying.

5.7.2 Worker’s Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Professional Liability (Errors and Omissions Liability).

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, Contract No. GS-2018-0001, has been duly executed by the parties hereinabove named, on this _____ day of _____, 2018.

CITY OF GLOBE

CONTRACTOR:

By: _____
Al Gamos, Mayor

By: _____

Name: _____

Its: _____

ATTEST

Shelly Salazar, City Clerk

By: _____
William J. Sims III, City Attorney

AFFIDAVIT OF LAWFUL PRESENCE (Mail-in Version Only)

Your completion of this form is required by Arizona state law. A.R.S. § § 1-501 and -502.

I, _____ (print full name exactly as on document), hereby affirm, upon penalty of perjury, that I have made a true and accurate copy of the document checked below, that I have attached that copy to this Affidavit for purposes of mailing both documents to the City, that I am lawfully present in the United States, and that I am the person stated on the document. (select one category only)

- Arizona driver license issues after 1996.
Print first four numbers/letters from license:

--	--	--	--
- Arizona non-operating identification license.
Print first four numbers/letters from license:

--	--	--	--
- Birth certificate or delayed birth certificate issues in any state, territory or possession of the U.S.
Year of birth: _____; Place of birth: _____
- United States Certificate of Birth Abroad.
Year of birth: _____; Place of birth: _____
- United States Passport.
Print first four numbers/letters on Passport:

--	--	--	--
- Foreign Passport with United States Visa.
Print first four numbers/letters on Passport:

--	--	--	--

Print first four numbers/letters on Visa:

--	--	--	--
- I94 Form with a photograph.
Print first four numbers on I-94:

--	--	--	--
- USCIS Employment Authorization Document (EAD).
Print first four numbers/letters on EAD:

--	--	--	--

or Perm. Resident Card (acceptable alternative):

--	--	--	--
- Refugee Travel Document.
Date of issuance: _____; Refugee Country: _____
- U.S. Certificate of Naturalization.
Print first four digits of CIS Reg. No.:

--	--	--	--
- U.S. Certificate of Citizenship.
Date of issuance: _____; Place of issuance: _____
- Tribal Certificate of Indian Blood.
Date of issuance: _____; Name of Tribe: _____
- Tribal or Bureau of Indian Affairs Affidavit of Birth.
Year of birth: _____; Place of birth: _____

Signed: _____ Dated: _____

Office Use Only Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: jsgroi@globeaz.gov	
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)	

INSTRUCTIONS FOR USE

1. Locate one form of your identification that is on the list.
2. Make a clear and legible photocopy of that identification document. If the document is more than one page, such as a passport, copy only those pages that contain your name, photograph, date of birth, and document number.
3. Clearly and legibly print your name at the top of the Affidavit form *exactly* as it appears on the identification document you have selected.
4. Check the box on the affidavit form that corresponds to the identification document you have selected.
5. Complete the boxes and/or descriptive information as applicable to the form of ID you have selected. Please do *not* provide any additional information on the form.
6. Sign the form at the bottom.
7. Date the form.
8. Upload this form **and** a *copy* of your ID to your online application.

NOTE: The copy of your ID will be destroyed.

For questions, contact Jeannie Sgroi at 928-425-7146 or jsgroi@globeaz.gov