

# REQUEST FOR STATEMENTS OF QUALIFICATION



RSOQ NUMBER: 2019-0008

MATERIAL OR SERVICE: On Call Civil Engineering Support Services

SOQ DUE DATE & TIME: Tuesday June 25, 2019, 2:00 P.M. LOCAL TIME  
SOQ SUBMITTAL LOCATION: City Hall, 150 N Pine St, Globe, AZ 85501

WRITTEN INQUIRY DELIVERY: MAIL or EMAIL or In-Person  
INQUIRIES DEADLINE DATE & TIME: Wednesday June 5, 2019, 2:00 P.M. LOCAL AZ  
LOCATION: TIME  
EMAIL: City Hall, 150 N Pine St, Globe, AZ 85501  
[bids@globeaz.gov](mailto:bids@globeaz.gov)

FINALIST INTERVIEWS & SELECTION: TBD

AWARD DATE: TBD

CONTACT: CARL DUDDING  
EMAIL ADDRESS: [bids@globeaz.gov](mailto:bids@globeaz.gov)

## INTRODUCTION

The City of Globe will accept sealed statements of qualifications for On-Call Civil Engineering Support Services for the City of Globe until the date and time detailed above. All submittals shall be completed in ink or typewritten. Submitters are strongly encouraged to carefully read the *entire* Request for Statement of Qualifications.

SOQ's must be in the actual possession of the City Clerk at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered. The prevailing clock shall be the City Clerk clock.

SOQ's must be submitted in a sealed envelope. The Request for Statements of Qualifications number and the firm's name and address should be clearly indicated **on the outside** of the envelope and shall be addressed to Shelly Salazar, City Clerk. All submittals must be completed in ink or typewritten. All questions must be submitted in writing and submitted to [bids@globeaz.gov](mailto:bids@globeaz.gov).

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.globeaz.gov/business/bid-on-new-contracts>

The City does not mail out Notices of available solicitations via the U.S. Postal Service.

**Publish Dates: Wednesday, May 22, 2019 & Wednesday, May 29, 2019**

## **LEGAL**

**NOTICE OF REQUEST FOR QUALIFICATIONS NO. 2019-0008**  
**On-Call Civil Engineering Support Services**  
**GLOBE, AZ**

Sealed Statement of Qualifications will be received by the City of Globe, **in the City Hall Conference Room, 150 N. Pine St., Globe, AZ 85501**, until **2:00 P.M. (AZ Time), Tuesday June 25, 2019** for the **On-Call Civil Engineering Support Services**. **No submissions will be accepted after 2:00 P.M. (AZ Time), Tuesday June 25, 2019.** The Submissions will be publicly opened and read aloud at 2:00 P.M., Arizona time, at the location and date listed above.

All Submissions shall be made on the RSOQ forms included in the RSOQ Document.

Request for Statement of Qualifications documents are available and may be obtained from the City of Globe Public Works Department, at 1250 N. Hagen Road, Globe, AZ, 928-425-4959. Please call ahead to order a copy of the documents. Documents may also be downloaded at the City of Globe website by going to the following link: <http://www.globeaz.gov/business/bid-on-new-contracts>

Each submission submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**On-Call Civil Engineering Support Services, GLOBE, ARIZONA NO. RSOQ-2019-0008**". All Submissions shall be mailed or delivered to the **City of Globe Clerk, Shelly Salazar, 150 N. Pine St., Globe, AZ 85501**. The City of Globe will not be responsible for submissions submitted that are not marked appropriately or sent to the wrong address.

Submitters are invited to be present at the opening of submissions, but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The City of Globe reserves the right to reject any or all submissions, or to accept any submissions, or to waive any informality in any submissions, or to withhold the award if deemed in the best interest of the City of Globe.

Publish Dates: **Wednesday, May 22, 2019 and Wednesday, May 29, 2019**

## SUBMITTAL

To the City of Globe: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below submits on its behalf to the City an RSOQ that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications (No: 2019-0008) issued by the City, referred to hereafter as the "Request for Statement of Qualifications" or RSOQ." Any exception 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.

### Submitter Information

Company Name:	
Address:	
City, State, ZIP:	
License Number:	
Federal EIN:	
Contact Name:	
Email Address:	
Phone Number:	

### Addendum Acknowledgment

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
<input type="checkbox"/> NONE	

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## INSTRUCTIONS TO SUBMITTERS

1. PREPARATION OF Submittal:
  - a. Telegraphic (facsimile), electronic mail or Mailgram submittals will not be considered.
  - b. The RSOQ shall be submitted with an original ink signature by a person authorized to sign the submittal.
  - c. Erasures, interlineations, or other modifications in the RSOQ shall be initialed in original ink by the authorized person signing the RSOQ.
  - d. Periods of time, stated as number of days, shall be calendar days.
  - e. It is the responsibility of all Submitters to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting the RSOQ. Negligence in preparing the RSOQ confers no right of withdrawal after RSOQ due date and time.
2. INQUIRIES: Any question related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail to [bids@globeaz.gov](mailto:bids@globeaz.gov). Any correspondence related to a *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications* ID, page, and paragraph number. However, the Submitter shall not place the *Request for Statement of Qualifications* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official *Request for Statement of Qualifications* due date and time.
3. SUBMITTAL FORMAT: *A total of one (1) unbound original document (labeled original) and three (3) copies of the submittal shall be submitted in the format indicated in the RSOQ Format and Requirement section of the RSOQ.*
4. DUE DATE AND TIME: Submitters must submit RSOQ's to Shelly Salazar, City Clerk by the date & time, at the address or physical location listed on the Introduction/Submittal Sheet. Late submittals will not be accepted.
5. SUBMITTAL OPENING: RSOQ's shall be opened following the time and at the place designated on the cover page of this document. The name of each Submitter and the identity of the Request for Statements of Qualifications for which the RSOQ was submitted shall be publicly read and recorded in the presence of a witness. Submittals, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. After award of the RSOQ, all submittals, excluding proprietary information, and the evaluation documentation shall be open for public inspection.
6. WITHDRAWAL OF SUBMITTAL: At any time prior to the specified RSOQ due date and time, a Submitter (or designated representative) may withdraw the RSOQ. Telegraphic (facsimile), electronic mail or Mailgram submittal withdrawals will not be considered.
7. ADDENDUM OF RSOQ: Receipt of an RSOQ Addendum shall be acknowledged on Page 3 of this RSOQ and by signing and returning the addendum with the submission of the RSOQ.

8. **DISCUSSIONS AND INTERVIEWS:** After the receipt of submittals, discussions may be conducted with Submitters who submit RSOQ's determined to be reasonably susceptible of being selected for award. The City may, but shall not be required, to conduct personal interviews or require presentation of any or all RSOQ's prior to selection. The City will not be liable for any costs incurred by the Submitter in connection with such interview/presentations or for any other costs associated with responding to this RSOQ.

## **EVALUATION CRITERIA**

The City of Globe shall evaluate the qualifications of Submitters based upon the following criteria listed below in relative order of importance.

- a. Engineer's demonstrated experience with the Professional Services offered.
- b. Engineer'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 submittal format and required responses.

## **FORMAT AND REQUIRED RESPONSES**

The information set forth in paragraphs below must be included with all submittals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a submittal.

In order for the City to conduct a uniform review process, all RSOQ's must be submitted in the format set forth below. Failure to follow this format may be cause for rejection. RSOQ's will be evaluated based upon scoring criteria listed below:

1. **Submittal Sheet:** The attached Submittal Sheet (Page 3 of this RSOQ) must be completed and returned with the Submitter's RSOQ. Failure to return the Submittal Sheet and to sign it, is grounds for the City to reject a submittal.
2. **Letter of Transmittal: (Limit to two pages):** A letter of transmittal must be submitted with a Submitter's RSOQ. The letter must include:
  - a. A statement of the Submitter's understanding and approach to providing the services required by the RSOQ listed in the scope of work.
  - b. The names of the persons who are authorized to make representations on behalf of the Submitter (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the Engineer to contract with the City.

3. Engineer Overview: (Excluding attachments, limit to one page)
  - a. Engineer is in what primary line of business.
  - b. Does your firm have at least one office located in the State of Arizona?
  - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the principles of the firm have been in business related to this type of work.
4. Disclosures: (Limit to one page): Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City.
5. Experience: (Limit to four pages)
6. Understanding of City of Globe Projects: (Limit to four pages)
7. Approach to providing the services listed in the scope of work: (Limit to four pages)
8. Confidential Information: If a person believes that a submittal, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified.
  - a. The information identified by the person as confidential shall not be disclosed if the City makes a written determination that the information is confidential. The City will advise the Firm submitting such information of the City's determination before making such information public.

## SELECTION PROCESS

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

<b>SOQ Submission Weighted Scoring</b>	
<b>Criteria</b>	<b>Points</b>
<p><b>1. Transmittal Letter / General Information</b></p> <ul style="list-style-type: none"> <li>a. State that all information and statements contained in the Submittal are current, correct and complete.</li> <li>b. That the Submittal is provided without collusion or fraud.</li> <li>c. 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.</li> </ul>	<b>5</b>
<p><b>2. Experience and Qualifications</b></p> <ul style="list-style-type: none"> <li>a. Identify at least four comparable contracts the engineer has completed (One of which should be a municipal contract).</li> <li>b. Special consideration will be given to engineers that have provided services for contracts with similar scopes of work.</li> <li>c. For each comparable contract identified, provide:               <ul style="list-style-type: none"> <li>i. Services provided by the firm (specify agency or entity that contracted for the services provided by your firm).</li> <li>ii. Project Owner contact information.</li> <li>iii. Reference information (two names with telephone numbers per project).</li> </ul> </li> </ul>	<b>30</b>
<p><b>3. Experience of Key Personnel</b></p> <ul style="list-style-type: none"> <li>a. Describe engineers' availability to the project, their roles, and their overall qualifications to fulfill their roles.</li> <li>b. Identify the home office (city &amp; state) location of engineer on this project and their length of time with the firm.</li> <li>c. Include experience and qualifications of any proposed sub-consultants.</li> </ul>	<b>25</b>
<p><b>4. Understanding of the Project and Approach</b></p> <ul style="list-style-type: none"> <li>a. Identify specific challenges which, based on the experience might be anticipated on this project based on the scope of work outlined below.</li> <li>b. Describe your firm's project management approach, coordination, cost controls, work quality, and timelines on similar types of work.</li> </ul>	<b>25</b>
<p><b>5. Overall Evaluation of Firm/Team</b></p> <ul style="list-style-type: none"> <li>a. Overall evaluation of the firm/team and its ability to provide the required service. To be determined by panel members. No submittal response required.</li> </ul>	<b>15</b>
<b>Total Points Possible</b>	<b>100</b>

The Interview Weighted Scoring is only used to determine the firms that may 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.

<b>Interview Weighted Scoring</b>	
<b>Criteria</b>	<b>Points</b>
1. Presentation	
• General Information	<b>5</b>
• Experience & qualification	<b>55</b>
• Understanding of the project & approach to the project	<b>25</b>
Total Presentation Points	<b>85</b>
2. Questions & Answers related to presentation criteria above	<b>5</b>
3. Overall evaluation of the firm/team and its perceived ability to provide the required service	<b>10</b>
Total Points for Interviews	<b>100</b>

## **LICENSING & EXPERIENCE REQUIREMENTS**

1. Be a registered Civil Engineer in Arizona.
2. 10 years minimum of experience practicing civil engineering. Time spent in an engineering curriculum may be counted.

## **SCOPE OF SERVICES**

### I. INTRODUCTION

The City of Globe is interested in seeking professional and technical services as an extension of city staff for On Call Civil Support Engineering Services for a broad range of projects throughout the City.

### II. BACKGROUND

The City of Globe intends to establish an on-call list of individuals or companies who may be contracted to perform professional and technical services for general Civil Engineering to assist the City in achieving the goals of the approved Capital Improvement Program (CIP). It is the City's intent to retain a consultant to work at the City of Globes Engineering Department, through the series of task assignments. This consultant will work under the direct supervision of the City Engineer.

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 engineers will be required to carry insurance coverage in accordance with the City's requirements. If a bidder is



not able to provide such insurance coverage but can demonstrate sufficient net-worth, by providing Financial Statements, the City may waive the insurance 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 Civil Engineering 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 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 reports and recommendations.
  - d. Printing and providing necessary copies of engineering 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 construction administration services 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. Equipment and Systems Procurement, Commissioning and Testing services.
  - b. Expert witness testimony in litigation and administrative proceedings involving specific projects.
  - c. GIS Mapping and updating.
  - d. Creating custom maps for City projects and presentations.
  - e. Advising City staff on engineering matters.
  - f. Preparing easements, legal descriptions, research.
  - g. Evaluations and design on water projects.
  - h. Evaluations and design on sewer projects.
  - i. Evaluations and design on street and drainage projects.

- j. Retrieving engineering records.
- k. Attending City staff meetings and council meetings.
- l. Attending agency meetings.
- m. Preparing engineering reports and recommendations.
- n. Field work with City crews as necessary to resolve issues.
- o. Interact with staff and public as necessary.
- p. Provide cost estimates of proposed projects.
- q. Inspect City and Contractor work.
- r. Construction management.
- s. Reviewing Flood Control (FEMA) and drainage issues.
- t. Field Survey.
- u. Other duties as assigned.

## **STANDARD TERMS AND CONDITIONS**

1. **Certification:** By signature in the Submittal section of the Submittal Award Page, the Submitter certifies that:
  - a. The submission of the RSOQ did not involve collusion or other anti-competitive practices.
  - b. The Firm shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Submitter 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. Failure to sign the submittal, or signing it with a false statement, shall void the submitted RSOQ or any resulting contracts, and the Submitter may be debarred.
2. **Gratuities:** The City may, by written notice to the Submitter, 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 Submitter or any agent or representative of the Submitter, 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 Consultant 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, Consultants 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 resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.
  - b. The resultant contract is subject to the provisions of ARS § 38-511.
4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Globe Procurement Code.

5. Contract: The Sample Contract attached as Exhibit A to the Request for Statement of Qualifications referred to herein as either the "Sample Contract" or the "Contract") shall be the form of resultant contract used for the work, services and materials (if any) provided pursuant to this Request for Statement of Qualifications.
6. Contract Applicability: The Submitter shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Submitter and the City, are not applicable to this RSOQ or the Contract.
7. 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 Submitter is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Submitter should make arrangements to directly pay such expenses, if any.
8. Subcontracts: The Consultant 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 Consultant is responsible for contract performance whether or not Subcontractors are used.
9. Indemnification: To the fullest extent permitted by law, the Consultant 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 reasonable attorney fees, court costs, and the cost of appellate proceedings), to the extent and relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Consultant'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, to the extent caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Consultant or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Consultant 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.

To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the Consultant, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), to the extent and relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or of the City, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. City's duty to defend, hold harmless, and indemnify the Consultant, 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, to the extent caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the City or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the City 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.

The obligations of this Section 9 shall survive termination of the contract awarded pursuant to this RSOQ.

10. 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 Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
11. Force Majeure: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant Contract if and to the extent that such party's performance of the Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant Contract. Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant Contract.

12. Right to Assurance: Whenever one party to the resultant Contract in good faith has reason to question the other party's intent to perform 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) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. Right to Audit Records: The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.
14. Right to Inspect Place of Business: The City may, at reasonable times inspect the place of business of a Consultant or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. 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

Consultant's risk and may be returned to the Consultant. If returned, all costs are the responsibility of the Consultant. The Consultant may elect to do any or all:

- a. Stop the work immediately and otherwise comply with the terms of the Sample Contract.

This shall be accomplished by a written determination for the City.

16. 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.
17. Licenses: Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to the Contract.
18. 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 Consultant or any other person except with the prior written permission of the City.
19. Cost of Submittal: The City shall not reimburse the cost of developing or providing any response to this RSOQ. RSOQ's submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. Public Record: All RSOQ's submitted in response to this RSOQ shall become a matter of public record available for review, excluding proprietary information, subsequent to the award notification, in accordance with the City's Procurement Code.
21. 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 30<sup>th</sup> of each year.
22. Warranties: Vendor warrants that all goods delivered under this Contract will conform to the requirements of the Contract awarded pursuant to this RSOQ (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 the City shall not alter or affect the obligation of vendor or the right of the City under the foregoing warranties.
23. Cooperative Use of Contract: In addition to the City of Globe and with the approval of the contracted vendor, the Contract awarded pursuant to this RSOQ 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.
24. Per A.R.S. § 35-393.01, the Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.
25. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the Consultant 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 Consultant shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Finance Director upon request. These warranties shall remain in effect through the term of the Contract. The CONSULTANT 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](http://www.USCIS.GOV).

26. The City may request verification of compliance for any Consultant or subcontractor performing work under the Contract. Should the City suspect or find that the Consultant 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 Consultant. All costs necessary to verify compliance are the responsibility of the Consultant.

## **SPECIAL TERMS AND CONDITIONS**

**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 submittal and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm.

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 Consultant.
2. **TERM OF CONTRACT:** The term of any resultant contract shall commence upon the execution of the contract following the date of award and shall continue for a one (1) year term, with up to three (3) one-year (1) renewals upon mutual agreement of the parties.
3. **PAYMENT:** The City will make every effort to process payment for the services within thirty (30) calendar days after receipt of 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 Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant Contract. The Consultant must agree to assign specific individuals to the key positions.
  - a. The Consultant 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 Consultant 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 Consultant 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 submittals, or portions thereof, or
  - c. Reissue a Request for Statement of Qualifications
8. **RESULTANT CONTRACT:** A contract shall be issued between the City and the successful Submitter(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 which shall be documented in the form of the Sample Contract attached as Exhibit "A" with a not to exceed amount and with a fee cap set forth in Section 2 of the Sample Contract.
10. **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 Consultant(s) of the intent to issue a contract award. The successful Consultant(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated in the Sample Contract attached as Exhibit A. 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 Consultant obligations.
11. **LICENSES:** Consultant shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the Consultant.
12. **CONTRACT CANCELLATION:** The City reserves the right to cancel the whole, or any part of, any resultant Contract due to failure by the Consultant to carry out any obligation, term or condition of any resultant Contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant fails to adequately perform the services set forth in the specifications of the Contract;
  - b. The Consultant fails to complete the work required within the time stipulated in the Contract;
  - c. The Consultant fails to make progress in the performance of the Contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the Contract.
  - d. Upon receipt of the written notice of concern, the Consultant shall have thirty (30) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
    - Cancel the Contract;
    - Reserve all rights or claims to damage for breach of any covenants of the Contract;
    - Any combination of the above or any other remedies as provided by law.

**\*\*\* END OF RSOQ \*\*\***



**Exhibit "A"**  
**"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 up to but not to exceed **\$58,000.00, for services** as specified in Attachment "A" ("**Civil Engineering Rate Sheet**");

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

WHEREAS, Contractor has agreed to perform the services as set forth in in the Scope of Services set forth in the Request for Statement of Qualifications ("**Scope of Services**") 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 ("**Scope of Services**")".

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, and upon approval of the invoice by the City Engineer, for a total contract amount not to exceed **\$58,000.00** for the production of the deliverables as spelled out in the Scope of Services, per the rates specified on the Civil Engineering Rate Sheet. 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 **\$58,000.00**, and shall be paid for the categories of services described on the Civil Engineering Rate Sheet.

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 upon 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. The Contract between City and Contractor shall consist of the following items, all of which are incorporated by reference:

- Contract
- Scope of Services set forth in the Request for Statement of Qualifications
- Standard Terms and Conditions set forth in the Request for Statement of Qualifications
- Special Terms and Conditions set forth in the Request for Statement of Qualifications
- Civil Engineering Rate Sheet attached as Attachment "A"
- Request for Statement of Qualifications

In the event of a conflict of language between the items, the documents shall govern in the order listed above. All previous contracts between the Bidder and City are not applicable to this Contract or other resultant contracts.

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.

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 Contractors 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.

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. PS-2019-0008, has been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF GLOBE

CONTRACTOR:

By: \_\_\_\_\_  
Al Gameros, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Shelly Salazar, City Clerk

By: \_\_\_\_\_  
William J. Sims III, City Attorney