

# **REQUEST FOR QUALIFICATIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**TABLE OF CONTENTS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**INSTRUCTIONS TO BIDDERS..... 1**

- 1. SUBMITTAL RECEIPT AND OPENING ..... 1
- 2. PRE-BID CONFERENCE ..... 1
- 3. INFORMATION REQUESTS ..... 1
- 4. SOLICITATION QUESTIONS ..... 2
- 5. APPROVED ALTERNATES..... 2
- 6. ENVIRONMENTAL PROCUREMENT POLICY ..... 2
- 7. PURCHASING WEB SITE ..... 3
- 8. DOWNLOADING SOLICITATIONS ..... 3
- 9. EMAIL NOTIFICATION ..... 3
- 10. CITY OF SCOTTSDALE PROCUREMENT CODE ..... 3
- 11. PROSPECTIVE BIDDER’S CONFERENCE..... 3
- 12. BIDDER’S PRESENTATION ..... 4
- 13. INELIGIBLE BIDDER..... 4
- 14. OBLIGATIONS..... 4
- 15. NON COLLUSION AFFIDAVIT ..... 4
- 16. IMMIGRATION LAW COMPLIANCE ..... 4
- 17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS ..... 5
- 18. TAXES/LICENSES..... 5
- 19. CONTRACTOR’S LICENSING REQUIREMENTS ..... 7
- 20. LITIGATION ..... 7
- 21. SUBCONTRACTOR’S LIST..... 8
- 22. SUBCONTRACTORS ..... 8
- 23. CONFIDENTIAL INFORMATION..... 8
- 24. SMALL BUSINESS ..... 8
- 25. INTERPRETATIONS, ADDENDA..... 9
- 26. SUBMITTAL PROCEDURE ..... 9
- 27. AWARD DETERMINATION ..... 10
- 28. REJECTION OF BIDS ..... 10
- 29. PROTESTS..... 11
- 30. CONTRACT AWARD NOTIFICATION ..... 12
- 31. AWARD OF CONTRACT..... 12
- 32. BID BOND..... 12

**GENERAL TERMS AND CONDITIONS ..... 13**

- 1. ADDITIONAL SERVICE REQUESTED ..... 13
- 2. ADVERTISING..... 13
- 3. ARIZONA LAW ..... 13
- 4. ASSIGNMENT ..... 13
- 5. ATTORNEY’S FEES..... 13
- 6. AUTHORITY ..... 13
- 7. CANCELLATION OF CITY CONTRACTS..... 14
- 8. CAPTIONS/HEADINGS..... 14
- 9. CERTIFICATE OF INSURANCE ..... 14
- 10. CHANGES IN THE WORK ..... 14
- 11. CHEMICALS..... 15
- 12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS..... 15
- 13. COMPLIANCE WITH FEDERAL AND STATE LAWS ..... 16
- 14. CONFLICT OF INTEREST ..... 16
- 15. CONTRACT ADMINISTRATOR DUTIES ..... 16

|  |   |    |
|--|---|----|
| 16.  | CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS .....              | 17 |
| 17.  | CONTRACTS WITH SUDAN AND IRAN .....                                 | 17 |
| 18.  | CO-OP USE OF CONTRACT .....   | 17 |
| 19.  | COUNTERPARTS .....  | 17 |
| 20.  | ENDANGERED HARDWOODS .....  | 17 |
| 21.  | ENTIRE AGREEMENT .....  | 18 |
| 22.  | EQUAL EMPLOYMENT OPPORTUNITY .....                                  | 18 |
| 23.  | ESTIMATED QUANTITIES .....  | 18 |
| 24.  | EXECUTION OF CONTRACT .....   | 18 |
| 25.  | FORCE MAJEURE .....   | 18 |
| 26.  | FUNDS APPROPRIATION .....   | 18 |
| 27.  | INDEMNIFICATION .....   | 19 |
| 28.  | INDEPENDENT CONTRACTOR .....  | 19 |
| 29.  | INSURANCE REQUIREMENTS .....  | 19 |
|  | Insurance Representations and Requirements .....                    | 19 |
|  | Required Coverage .....   | 21 |
| 30.  | LITIGATION .....  | 22 |
| 31.  | LOCAL CONDITIONS, RULES AND REGULATIONS .....                       | 22 |
| 32.  | MODIFICATIONS .....   | 22 |
| 33.  | NO PREFERENTIAL TREATMENT OR DISCRIMINATION .....                   | 22 |
| 34.  | NO WAIVER .....   | 22 |
| 35.  | ORDER OF PRECEDENCE .....   | 23 |
| 36.  | PATENTS .....   | 23 |
| 37.  | PAYMENT TERMS .....   | 23 |
| 38.  | PRICE REDUCTION .....   | 23 |
| 39.  | RECORDS AND AUDIT RIGHTS .....                                      | 24 |
| 40.  | REGISTERED/LICENSES .....   | 24 |
| 41.  | REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM ..... | 24 |
| 42.  | RISK OF LOSS .....  | 24 |
| 43.  | SCOTTSDALE CITY SEAL AND CITY SYMBOL .....                          | 25 |
| 44.  | SEVERABILITY .....  | 25 |
| 45.  | SUCCESSORS AND ASSIGNS .....  | 25 |
| 46.  | TERMINATION .....   | 25 |
| 47.  | TESTING OF MATERIALS .....  | 26 |
| 48.  | TIME IS OF THE ESSENCE .....  | 26 |
| 49.  | WARRANTY .....  | 27 |
| <b>SCOPE OF WORK</b> .....                     | <b>28</b>   |    |
| 1.0  | GENERAL INFORMATION .....   | 28 |
| 2.0  | CONTRACT ADMINISTRATION .....                                       | 28 |
| 3.0  | GENERAL VENDOR QUALIFICATIONS .....                                 | 28 |
| 4.0  | GENERAL SERVICE REQUIREMENTS .....                                  | 29 |
| 5.0  | INVOICING .....   | 29 |
| 6.0  | SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS .....             | 29 |
| <b>SUBMITTAL CHECKLIST</b> .....               | <b>32</b>   |    |
| <b>EVALUATION CRITERIA</b> .....               | <b>36</b>   |    |
| <b>BIDDER GENERAL DISCLOSURE FORM</b> .....    | <b>38</b>   |    |
| <b>BIDDER LITIGATION DISCLOSURE FORM</b> ..... | <b>39</b>   |    |
| <b>PROPOSAL SIGNATURE PAGE</b> .....           | <b>40</b>   |    |
| <b>ENGINEERING SERVICES CONTRACT</b> .....     | <b>1-16</b>   |    |

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

The City of Scottsdale invites sealed submittals for professional services requested to update Water Resources' Water Master Plan.

## SOLICITATION CRITICAL DATES

**BID/PROPOSAL SUBMITTAL DUE:** 2:00 P.M., LOCAL TIME, MAY 23, 2012

**QUESTIONS DUE:** 10:00 A.M., LOCAL TIME, MAY 15, 2012

### 1. SUBMITTAL RECEIPT AND OPENING

**SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED** until 2:00 P.M., LOCAL TIME, MAY 23, 2012, at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** LATE SUBMITTALS WILL NOT BE ACCEPTED. To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

### 2. PRE-BID CONFERENCE

(Not Applicable)

### 3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

John Snow  
Bid & Contract Specialist  
480-312-5716  
[jsnow@scottsdaleaz.gov](mailto:jsnow@scottsdaleaz.gov)

lh  
4/27/2012 11:30 AM

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to John Snow, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, [jsnow@scottsdaleaz.gov](mailto:jsnow@scottsdaleaz.gov), where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **10:00 A.M., LOCAL TIME, MAY 15, 2012**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

#### 5. APPROVED ALTERNATES

(Not Applicable)

#### 6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **7. PURCHASING WEB SITE**

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

#### **8. DOWNLOADING SOLICITATIONS**

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov) in order to be notified of associated addenda.

#### **9. EMAIL NOTIFICATION**

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

#### **10. CITY OF SCOTTSDALE PROCUREMENT CODE**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

[http://www.scottsdaleaz.gov/Purchasing/Procurement\\_Code](http://www.scottsdaleaz.gov/Purchasing/Procurement_Code)

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

#### **11. PROSPECTIVE BIDDER'S CONFERENCE**

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **12. BIDDER'S PRESENTATION**

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

#### **13. INELIGIBLE BIDDER**

The preparer of the bid 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 Offeror on the solicitation for which they prepared the specification.

#### **14. OBLIGATIONS**

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

#### **15. NON COLLUSION AFFIDAVIT**

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

#### **16. IMMIGRATION LAW COMPLIANCE**

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 17. **LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS**

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

#### 18. **TAXES/LICENSES**

##### **Federal Excise Taxes:**

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

##### **Transaction Privilege (Sales) Taxes on the City:**

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 18. TAXES/LICENSES – CONT'D

**Transaction Privilege (Sales) Taxes on the Supplier / Contractor:** Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

**Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:**

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 18. TAXES/LICENSES – CONT'D

**Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor-Cont'd:** City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

#### 19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

#### 20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **21. SUBCONTRACTOR'S LIST**

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

#### **22. SUBCONTRACTORS**

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

#### **23. CONFIDENTIAL INFORMATION**

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.22(D), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

#### **24. SMALL BUSINESS**

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **25. INTERPRETATIONS, ADDENDA**

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

#### **26. SUBMITTAL PROCEDURE**

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initiated by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **26. SUBMITTAL PROCEDURE – CONT'D**

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

#### **27. AWARD DETERMINATION**

Responsive submittals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Qualifications, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

#### **28. REJECTION OF BIDS**

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase “any aspect of a solicitation” shall be limited in its interpretation to mean an alleged violation of the City’s Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council ( i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City’s Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

State the name and address of the aggrieved person.

Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale  
Purchasing Services Department  
9191 E San Salvador Dr.  
Scottsdale, AZ 85258  
Attn: Bill Yazel, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

## INSTRUCTIONS TO BIDDERS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **29. PROTESTS – CONT'D**

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

#### **30. CONTRACT AWARD NOTIFICATION**

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

**It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above.** This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

#### **31. AWARD OF CONTRACT**

A response to a Request for Qualifications is an offer to contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's Request for Qualifications and the attached sample Engineering Services Contract. **(PLEASE DO NOT FILL IN OR SIGN THE SAMPLE CONTRACT).**

A contract will be formed when the City of Scottsdale City Council awards the Engineering Services Contract executed by the selected Offeror.

Once the City has awarded the contract by signing the applicable contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

#### **32. BID BOND**

(Not Applicable)

**GENERAL TERMS AND CONDITIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**1. ADDITIONAL SERVICE REQUESTED**

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

**2. 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 of Scottsdale.

**3. ARIZONA LAW**

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

**4. ASSIGNMENT**

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

**5. ATTORNEY'S 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.

**6. 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.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **7. CANCELLATION OF CITY CONTRACTS**

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 of the contract in any capacity or a consultant to any other party of 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).

#### **8. CAPTIONS/HEADINGS**

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

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

#### **9. CERTIFICATE OF INSURANCE**

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and delay the contract execution. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

#### **10. CHANGES IN THE WORK**

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.

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 approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **10. CHANGES IN THE WORK – CONT'D**

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

#### **11. CHEMICALS**

Contractors must agree to provide Material Safety Data Sheets ( MSDS ) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

#### **12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS**

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D**

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder 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. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor’s failure to assure compliance by all its’ subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

#### **13. COMPLIANCE WITH FEDERAL AND STATE LAWS**

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder 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. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

#### **14. 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 of 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 parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

#### **15. CONTRACT ADMINISTRATOR DUTIES**

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City’s possession and are current and conform to the contract requirements.

**GENERAL TERMS AND CONDITIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS**

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

**17. CONTRACTS WITH SUDAN AND IRAN**

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

**18. CO-OP USE OF CONTRACT**

In addition to the City of Scottsdale, this Agreement 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 must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

**19. 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.

**20. ENDANGERED HARDWOODS**

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

**GENERAL TERMS AND CONDITIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**21. ENTIRE AGREEMENT**

This Contract 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 of each party.

**22. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

**23. ESTIMATED QUANTITIES**

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

**24. EXECUTION OF CONTRACT**

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

**25. FORCE MAJEURE**

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

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

**26. FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **27. INDEMNIFICATION**

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, 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, 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 willful actions, acts, errors, mistakes or omissions to the extent caused by Engineer relating to work or services performed under 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 Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, 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.

#### **28. INDEPENDENT CONTRACTOR**

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.

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.

#### **29. INSURANCE REQUIREMENTS**

##### **Insurance Representations and Requirements**

###### General

Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly 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 Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

###### No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Engineer from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

## 29. INSURANCE REQUIREMENTS – CONT'D

### Insurance Representations and Requirements – Cont'd

#### Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

#### Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

#### Policy Deductibles and or Self Insured Retentions

The policy requirements may provide coverage which contains deductibles or self insured retention amounts. Any deductibles or self insured retention are not applicable to the policy limits provided to City of Scottsdale. Engineer is solely responsible for any deductible or self insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of any deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

#### Use of Subcontractors

If any work under this Contract is subcontracted in any way, Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Engineer. Engineer will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

#### Evidence of Insurance

Before starting any work or services under this Contract, Engineer must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

## 29. INSURANCE REQUIREMENTS – CONT'D

### Insurance Representations and Requirements – Cont'd

2. Engineer's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

### Required Coverage

#### Commercial General Liability

Engineer must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

#### Vehicle Liability

Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

#### Workers Compensation Insurance

Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

#### Professional Liability

If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

### **30. LITIGATION**

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

### **31. LOCAL CONDITIONS, RULES AND REGULATIONS**

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

### **32. MODIFICATIONS**

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

### **33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

### **34. NO WAIVER**

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **35. ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work ( SOW )
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

#### **36. PATENTS**

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

#### **37. PAYMENT TERMS**

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE  
ACCOUNTS PAYABLE  
7447 E. INDIAN SCHOOL ROAD, #210  
SCOTTSDALE, ARIZONA 85251-4468

#### **38. PRICE REDUCTION**

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **39. RECORDS AND AUDIT RIGHTS**

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract 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 90 days) from presentation of City's findings to Contractor.

#### **40. REGISTERED/LICENSES**

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

#### **41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.IRS.gov](http://www.IRS.gov) under their forms section.

#### **42. RISK OF LOSS**

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

**GENERAL TERMS AND CONDITIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**42. RISK OF LOSS – CONT'D**

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

**43. SCOTTSDALE CITY SEAL AND CITY SYMBOL**

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

**44. SEVERABILITY**

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

**45. SUCCESSORS AND ASSIGNS**

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

**46. TERMINATION**

**Termination for Convenience:** City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

## GENERAL TERMS AND CONDITIONS



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 46. TERMINATION – CONT'D

**Termination for Convenience – Cont'd** - Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

**Cancellation for Cause:** City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, 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. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

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.

#### 47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

#### 48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

**GENERAL TERMS AND CONDITIONS**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**49. WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

## SCOPE OF WORK



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **1.0 GENERAL INFORMATION**

The City of Scottsdale desires to contract for an Engineering Consultant to re-evaluate the data and conclusions developed in the City's prior Water Master Plan and generate an updated document based on current conditions and revised planning forecasts for the entire Scottsdale Water Service Area.

The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for the service.

#### **2.0 CONTRACT ADMINISTRATION**

The Contract Administrator shall be the Water Resources Engineer or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

#### **3.0 GENERAL VENDOR QUALIFICATIONS**

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Offeror shall have been conducting business within the Phoenix/Scottsdale Metropolitan area for a **MINIMUM** of two (2) consecutive years.

## SCOPE OF WORK



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 4.0 GENERAL SERVICE REQUIREMENTS

Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

The Contractor shall have sufficient personnel and equipment to complete all work requests as defined in this Solicitation, in the time frame required by the Contract Administrator.

All equipment used for performance of work under the scope of this Contract shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.

#### 5.0 INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

#### 6.0 SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

##### 6.1 GENERAL INFORMATION

6.1.1 The purpose of this project is to re-evaluate the data and conclusions developed in the prior Water Master Plan and to generate an updated document based on current conditions and revised planning forecasts for the entire Scottsdale Water Service Area. This Master Plan update will require the Consultant to develop recommendations to cost effectively manage and operate the water treatment, groundwater, and distribution systems.

## SCOPE OF WORK



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### 6.1 GENERAL INFORMATION – CONT'D

- 6.1.2 The Water Reuse Master Plan is currently under contract with a Consultant team. As part of that effort, extensive coordination was conducted with Water Resources and downtown Planning staff to evaluate current population, land use and growth. The 2010 U.S. Census data for Scottsdale was used in this process. The Consultant team awarded the Water Master Plan update will be expected to reference the work described here as the basis for population, land use and growth assumptions.
- 6.1.3 The previously developed Water Master Plan concluded that sufficient water supply contracts are in place to meet demands up to and including build-out development. Based on new information detailed in the 2010 Census, as well as recent shifts in development density assumptions, Scottsdale's water supply portfolio should be re-examined.
- 6.1.4 The City of Scottsdale last substantially updated its Infrastructure Improvement Plan (IIP) in 2008. Based on Legislation passed in 2011, an updated IIP must be prepared prior to a City adopting or amending a development fee. As part of this Master Plan update, the Consultant Team will be asked to update the City's Water IIP based on general findings from this Master Planning process.
- 6.1.5 The previously developed Water Master Plan will be made available **ONLY** to the bidders on the short list established by the evaluation committee.

#### 6.2 BASIC SERVICES TO BE PROVIDED BY THE ENGINEERING CONSULTANT

- 6.2.1 The Engineering Consultant for this project will be expected to provide a **MINIMUM** of the following:
- 6.2.1a Develop a master planning document that includes specific recommendations and cost estimates to effectively manage the City's water treatment, groundwater and distribution systems.
  - 6.2.1b Re-assessment of population and density growth. Apply calculated values to available water supply sources under contract with the City to determine whether or not the City needs to take steps to acquire additional supplies.
  - 6.2.1c Examination of Scottsdale's water supply portfolio utilizing updated population growth and density assumptions. This should be accomplished for the planning period ending in 2035 and for development build-out. Identify potential new sources of supply to supplement the City's existing portfolio.
  - 6.2.1d Analysis of the City's water distribution system hydraulic model to simulate increased future demand. Identify potential distribution components such as pipelines, booster stations and storage reservoirs that may require upsizing within the planning period.

**SCOPE OF WORK**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

**6.2 BASIC SERVICES TO BE PROVIDED BY THE ENGINEERING CONSULTANT – CONT'D**

- 6.2.1e Development of estimated CIP costs for the planning period associated with anticipated capital improvements related to treatment expansions, treatment modifications, line upsizing, revitalization and growth in areas not accounted for in previous Master Plan documents.
- 6.2.1f Preparation of an update to the City's Water IIP to assist Water Resources in setting new Development fees.
- 6.2.1g Generate updates to the Division's Asset Management database based on specific water infrastructure modifications.

## SUBMITTAL CHECKLIST



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

**NOTE:** The City of Scottsdale does not approve the use of the City Seal and/or City Logo, unless it is in connection with a City-sponsored project, City-sponsored event or an Official City generated document. Therefore, using the City Seal and/or Logo in your submittal documents is discouraged, as it would not be considered appropriate usage of the City Seal and/or Logo under the current administrative regulations.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal shall be a **MAXIMUM of twenty-five (25)** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below. **NOTE:** Total page count includes all cover letters, section dividers, tables of content, pre-printed material, required forms and all required submittal attachments included in the Offeror's proposal. Documents that exceed the requested maximum submittal length may be considered non-responsive.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal **MUST** include a **MINIMUM** of the following items:

- Signature Page** – Fully completed Solicitation Signature Page, signed in ink.
- General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form** – Fully completed Litigation Disclosure Form, signed in ink.
- Firm and Staff Qualification Summary Letter** – The Offeror shall submit a Firm and Staff Qualification summary document that illustrates the Offeror's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this Solicitation. The Firm and Staff Qualifications document should include a **MINIMUM** of the following items:
  - Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix/Scottsdale Metropolitan area. This section should provide proof of registration and licensing to practice engineering services in the State of Arizona.
  - Offeror's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. This section should specifically address the Offeror's experience as it relates to the Basic Services to be provided by the Engineering Consultant (6.2) contained herein.
  - Offeror's document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals. This section should identify specific projects completed for other governmental entities in the State of Arizona, within the last three (3) years by the current staff.
  - Offeror's document shall contain a comprehensive description of all services that shall be provided.
  - Offeror's proposal shall identify the office location from which projects will be administered.

## SUBMITTAL CHECKLIST



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

#### **Firm and Staff Qualification Summary Letter – Cont'd**

- Offeror's document shall list all sub-consultants (if any) that will be used in the completion of projects identified herein, and the sub-consultants envisioned role in each project. If sub-consultants are used, the section that identifies the sub-consultants and roles shall include a Firm and Staff Qualification Summary letter for each sub-consultant that covers all the same areas identified in the Firm and Staff Qualification Summary Letter section of the solicitation document.
- Offeror's document shall contain an organizational chart that identifies key project personnel by name and title.

**Key Personnel Resume and Qualifications** – Offeror's proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation and the individuals anticipated role in the project (this shall include all applicable sub-consultants). The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Engineering Registration, Professional Association Memberships, etc.

For key team members, Offeror shall also state the approximate percentage of their overall weekly time they have available to commit to the project identified herein. Staff availability should be displayed as a list of individuals or organizational chart displaying who will be working on any City projects and an indication of each person's job responsibilities and description.

**Active Contracts** – Offeror's document shall list the projects that you are currently performing for or those completed within the previous two (2) years for the City of Scottsdale, if any. All projects shall reference, at a **MINIMUM**:

- Description of Project
- Key Personnel on Project
- Role of firm in the Project
- Project's original contracted cost and final cost of project
- Date of project
- Project Owner
- Project Progress (i.e. how much of the project has been successfully completed)
- Reference Information (Two current names with phone and email contact information)

**Local Knowledge** – Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale, the local environment, economy, and other local issues pertinent to this project which enhances your qualifications to successfully facilitate the study.

## SUBMITTAL CHECKLIST



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

- Key Project Areas** – Offeror’s document shall demonstrate an understanding of the goals identified herein for this project, and provide a basic overview for the accomplishment of these goals. Offeror’s proposal shall identify the key project areas, issues and potential obstacles with respect to the scope of work identified herein. Offer’s document should provide a basic methodology to address this project and overcome all identified issues and obstacles. Offeror’s proposal shall address a **MINIMUM** of the following key project areas:
- Briefly describe three (3) similar projects which your firm has completed within the last five (5) years that involved water master plan updates.
  - Provide a summary of the experience and qualifications of each team member and any sub consultants as it pertains to municipal water systems.
  - Identify any technical innovations that may be incorporated and/or innovative approaches that may be used in this project.
  - Discuss the particular expertise your firm/team offers and how you propose to use that expertise to add value to this project.
- Project Schedule** – Offeror shall provide a detailed project schedule that identifies significant issues/tasks, relationships between tasks, and time frames required to address the items of work covered in this solicitation. For purposes of creating a project schedule, assume that all work under this RFQ will begin around the first of September 2012. Exact start date of project will be determined after contract award.
- Reference List** – Offeror’s proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. References supplied shall **NOT** be City of Scottsdale employees. Offeror shall provide a **MINIMUM** of three (3) recent (within the last five (5) years) and/or current project references with a similar scope and size to the project referenced herein. Project references supplied shall **NOT** be City of Scottsdale projects. The reference list provided should include a **MINIMUM** of:
- Organization Name
  - Contact Name
  - Contact Phone Number
  - Contact Fax Number
  - Contact Email Address (if available)
  - Project Date
  - Project Description and Size
  - Basic project overview that makes this project pertinent to the City of Scottsdale project
  - Ultimate Project Outcome and Results
- Exceptions** – Offeror shall include all exceptions taken in regards to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. **Exceptions taken by the Offeror shall be used in the evaluation process.** If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.

## SUBMITTAL CHECKLIST



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

**Proposal Copies** – Identify and submit one (1) **unbound original** and seven (7) **bound** copies of the Offeror's proposal. In addition, Offeror is requested to provide an electronic copy of the Offeror's **complete** proposal. This electronic copy shall be **one (1) file**, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (executed signature page and disclosure forms, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

## EVALUATION CRITERIA



### WATER MASTER PLAN UPDATE

RFQ # 12RQ001

### **GENERAL**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

### **PROPOSAL EVALUATION**

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Bidder whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

| <b>PROPOSAL EVALUATION CRITERIA</b>             | <b>WEIGHT<br/>(100 POINTS)</b> |
|---|--------------------------------|
| <b>PROJECT APPROACH</b>                         | 35                             |
| <b>KEY PERSONNEL RESUMES AND QUALIFICATIONS</b> | 30                             |
| <b>FIRM AND STAFF QUALIFICATIONS</b>            | 25                             |
| <b>LOCAL KNOWLEDGE</b>                          | 5                              |
| <b>ACTIVE CONTRACTS</b>                         | 5                              |

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
2. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this Solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
3. The content and quality of the Offeror's proposal and other presentation materials.
4. Whether or not the Offeror took any exceptions in regards to terms and conditions as specified in the solicitation document, any award documents, or attached contracts.

Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.

## EVALUATION CRITERIA



### WATER MASTER PLAN UPDATE

**RFQ # 12RQ001**

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Bidders may be invited to make presentation. At the presentation, the evaluation committee will score each Bidder.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter into negotiations with the top ranked Bidder determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Bidder fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

**BIDDER GENERAL DISCLOSURE FORM**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

**Debarment / Suspension Information** – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

**Surety Information** – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

**Bankruptcy Information** – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**COMPANY NAME:** \_\_\_\_\_

**BIDDER LITIGATION DISCLOSURE FORM**



**WATER MASTER PLAN UPDATE**  
**RFQ # 12RQ001**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**COMPANY NAME:** \_\_\_\_\_

**PROPOSAL SIGNATURE PAGE**



**WATER MASTER PLAN UPDATE**

**RFQ # 12RQ001**

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Qualifications document and attached Engineering Contract and any written exceptions in the offer accepted by the City.

The Offeror also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran, and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

The Offeror hereby acknowledges receipt of and agrees this submittal is based on the following Addenda.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

Proposal must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



**CITY OF SCOTTSDALE  
ENGINEERING SERVICES CONTRACT**

**PROJECT NO.  
CONTRACT NO. 201\_-\_\_\_\_\_-COS**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and \_\_\_\_\_, an \_\_\_\_\_, the "ENGINEER."

**RECITALS**

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B.** The City intends to contact for Engineering services with \_\_\_\_\_ (Insert a brief description of the services to be performed); and
- C.** The Engineer is qualified to render the services desired by the City.

**FOR AND IN CONSIDERATION** of the parties' mutual covenants and conditions, it is agreed between the City and the ENGINEER as follows:

**1.0 Description, Acceptance, Documentation**

**1.1 Scope of Services**

The Engineer will act under the authority and approval of the Contract Administrator to provide the Engineering services required by this Contract.

The Engineer is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract.

The Engineer must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

**1.2 Acceptance and Documentation**

- A.** Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.

- B. The City will provide all necessary information to the Engineer for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and 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 Contract Administrator before final payment is made to the Engineer.

## **2.0 Fees and Payments**

### **2.1 Fee Schedule**

The amount paid to the Engineer will not exceed \$\_\_\_\_\_.

The Engineer will be paid at the hourly rates shown in Exhibit A:

### **2.2 Payment Approval**

The time spent for each task must be recorded and submitted to the Contract Administrator. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

### **2.3 Price Adjustment**

Price increases may only be requested by the Engineer, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Engineer and the Contract Administrator, however, the Contract Administrator will evaluate the

Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

**3.0 General Terms and Conditions**

**3.1 Contract Administrator**

The Contract Administrator for the City will be \_\_\_\_\_, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

**3.2 Term of Contract (Use One of the Following Three Optional Statements)**

The Term of the Contract is for \_\_\_\_\_.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Engineer.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

**3.3 Termination or Cancellation of Contract**

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

**Termination for Convenience:** The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The City will make this final payment within 60 days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

**Cancellation for Cause:** The City may also cancel this Contract or any part of it with 7 days notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Engineer for any amount, and the Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Engineer.

If the City cancels this Contract or any part of the Contract services, the City will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

### **3.4 Funds Appropriation**

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least 30 days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

### **3.5 Audit**

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and

verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Engineer's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

### **3.6 Ownership of Project Documents**

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Engineer from any liability for the preparation of final construction plans by others.

### **3.7 Completeness and Accuracy**

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The City's acceptance of the Engineer's work will not relieve the Engineer of any of its responsibilities.

### **3.8 Attorney's Fees**

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be

enforceable whether or not the action is prosecuted to judgment.

### **3.9 Successors and Assigns**

This Contract will be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

### **3.10 Assignment**

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

### **3.11 Subcontractors**

The Engineer may engage any additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Engineer fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Engineer agrees that the City may take these actions:

- A. To hold the Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Engineer for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

### **3.12 Alterations or Additions to Scope of Services**

The total Scope of the Engineering Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the City. If the Engineer performs additional services without a Change Order, the Engineer will not receive any additional compensation.

### **3.13 Modifications**

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

### **3.14 Conflict of Interest**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

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 will 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).

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

### **3.15 Force Majeure**

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

### **3.16 Taxes**

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

### **3.17 Advertising**

No advertising or publicity concerning the City's use of the Engineer's services will be undertaken without first obtaining written approval of the Contract Administrator.

### 3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

### 3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

### 3.20 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

### 3.21 Equal Employment Opportunity

The Engineer will comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

**No Preferential Treatment or Discrimination:**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

### 3.22 Compliance with Federal and State Laws

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

**Under the provisions of A.R.S. §41-4401, the Engineer warrants to the City that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).**

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Engineer 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. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Engineer's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

### **3.23 Compliance with Americans with Disabilities Act**

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

### **3.24 Contracts with Sudan and Iran**

In accordance with A.R.S. §35-391-06 and §35-393-06, and the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and §35-393(12).

### **3.25 Valuation of Engineer's Performance**

The Engineer will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization

- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

### **3.26 Notices**

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Engineer:

On behalf of the City:

Scottsdale, AZ 85251

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

### **3.27 Independent Contractor**

The services the Engineer provides 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.

City will 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.

### **3.28 Ineligible Bidder**

The preparer of bid 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 offeror on the solicitation for which they prepared the specification.

### **3.29 Indemnification**

To the fullest extent permitted by law, the Engineer must defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees against all allegations, demands, suits, actions, claims, damages, losses, expenses, attorney fees, court costs, cost of appellate proceedings, and all claim adjusting and handling expense arising out of any negligent or intentional acts, actions, errors, or omissions by the Engineer. The Engineer is defined as the Engineer, its successors, assigns and

guarantors, any subcontractor or anyone directly or indirectly employed by the Engineer or subcontractor or anyone for whose acts the Engineer or subcontractor may be liable and any injury or damages claimed by any of the Engineer's and subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### 4.0 Insurance

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

**Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.**

#### 4.1 Insurance Representations and Requirements

- A. General: The Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: If any required insurance policies are written on a “claims made” basis, coverage must extend for 3 years past completion and acceptance of the work or service. The Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for the 3 year period.
- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance: Before commencing any work or services under this Contract, the Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Engineer’s insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer’s must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions:

1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.
2. The Engineer’s insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.

4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

## 4.2 Required Coverage

- A. Commercial General Liability: The Engineer must 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 a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

## 5.0 Software Licenses

If The Engineer provides to the City any software licenses, the following provisions apply:

### 5.1 Source Code Availability

- A. The Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
  - 1. The Engineer becomes insolvent; or
  - 2. The Engineer ceases to conduct business; or
  - 3. The Engineer makes a general assignment for the benefit of creditors; or
  - 4. A petition is filed in Bankruptcy by or against the Engineer.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

## 5.2 Proprietary Protection

- A. The City agrees that if the Engineer informs the City that the Software is confidential information or is a trade secret property of the Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Engineer must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

## 5.3 Non-Infringement

The Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the

event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

#### **5.4 Third Party License**

The Engineer must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

### **6.0 Severability and Authority**

#### **6.1 Severability**

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

#### **6.2 Authority**

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

### **7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.IRS.gov](http://www.IRS.gov) under their forms section.

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF SCOTTSDALE**  
an Arizona Municipal Corporation

**ATTEST:**

\_\_\_\_\_  
W.J. "Jim" Lane  
Mayor

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

**ENGINEER:**

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

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

**RECOMMENDED:**

\_\_\_\_\_  
Derek E. Earle  
City Engineer

\_\_\_\_\_  
Pauline Hecker  
Risk Management

\_\_\_\_\_  
Contract Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: (attorney's name printed here, if other than Bruce)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

**CONTACT NAME:**

**PHONE (A/C. No. Ext):**

**Fax (A/C. No):**

**E-MAIL**

**ADDRESS:**

**PRODUCER**

**CUSTOMER ID#:**

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:**

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**

**THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.**

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS LTR | TYPE OF INSURANCE   | ADDL INSR                | SUBR WVD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |       |
|---------|---|--------------------------|--------------------------|---------------|-------------------------|-------------------------|---|-------|
|         | <b>GENERAL LIABILITY</b>  |                          |                          |               |                         |                         | EACH OCCURENCE                            | \$    |
|         | COMMERCIAL GENERAL LIABILITY  |                          |                          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea Occurrence) | \$    |
|         | CLAIMS MADE <input type="checkbox"/> CCUR   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | MEDICAL EXP (Any One Person)              | \$    |
|         |   |                          |                          |               |                         |                         | PERSONAL & ADV INSURY                     | \$    |
|         |   |                          |                          |               |                         |                         | GENERAL AGGREGATE                         | \$    |
|         | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                          |                          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$    |
|         | <b>AUTOMOBILE LIABILITY</b>   |                          |                          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$    |
|         | ANY AUTO  | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | BODILY INJURY (Per person)                | \$    |
|         | ALL OWNED AUTOS   |                          |                          |               |                         |                         | BODILY INJURY (Per accident)              | \$    |
|         | SCHEDULED AUTOS   |                          |                          |               |                         |                         | PROPERTY DAMAGE (Per Accident)            | \$    |
|         | HIRED AUTOS   |                          |                          |               |                         |                         | EACH OCCURENCE                            | \$    |
|         | NON-OWNED AUTOS   |                          |                          |               |                         |                         | AGGREGATE                                 | \$    |
|         | Umbrella Liab <input type="checkbox"/> OCC  |                          |                          |               |                         |                         |   | \$    |
|         | Excess Liab <input type="checkbox"/> CLAIMS MADE  | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         |   | \$    |
|         | DEDUCTIBLE  |                          |                          |               |                         |                         |   | \$    |
|         | RETENTION \$  |                          |                          |               |                         |                         |   | \$    |
|         | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  |                          |                          |               |                         |                         | WC STATU-TORY LIMITS                      | OTHER |
|         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   |                          |                          |               |                         |                         | EL EACH ACCIDENT                          | \$    |
|         | Y/N <input type="checkbox"/>  | N/A                      | <input type="checkbox"/> |               |                         |                         | EL DISEASE . POLICY LIMIT                 | \$    |
|         | (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS BELOW:   |                          |                          |               |                         |                         | EL DISEASE . EA EMPLOYEE                  | \$    |
|         |   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         |   |       |

**Description of Operations/Locations/Vehicles(Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

**CERTIFICATE HOLDER**

**City of Scottsdale**  
**Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name)**  
**9191 E. San Salvador Drive**  
**Scottsdale, AZ 85258**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**EXHIBIT A  
PROJECT DESCRIPTIONS  
SCOPE OF WORK**

SAMPLE