



Request for Proposal

For

On-Call Quality Assurance and Compliance Testing

MAYOR AND COUNCIL:

Phil Goode, Mayor

Connie Cantelme, Council Member

Lois Fruhwirth, Council Member

Ted Gambogi, Council Member

Brandon Montoya, Council Member

Eric Moore, Council Member

Cathey Rusing, Council Member

CITY CLERK:

Sarah Siep

Request for Proposals (RFP)

On-Call Quality Assurance and Compliance Testing

DESCRIPTION: The City of Prescott, Arizona, requests proposals from qualified materials engineering and testing laboratories to provide quality assurance and compliance testing for related services on an on-call basis. The work is to be performed in the City of Prescott for the purpose of determining compliance with technical requirements for Public Works capital improvement projects that will be constructed. This work is independent of contractor quality control testing.

MANDATORY PRE-BID CONFERENCE: Monday, March 4, 2024, at 1:00PM. City of Prescott Public Works Department.

BID OPENING: Thursday, March 28, 2024, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 11 and 18, 2024

Request for Proposals (RFP)
On-Call Quality Assurance and Compliance Testing

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I. GENERAL INFORMATION

The City of Prescott will be reviewing the proposals and qualifications of interested materials engineering and testing laboratories, for the purpose of entering into a contract for materials sampling, testing and other related services to determine compliance with technical specification requirements for Public Works capital improvement projects. The work performed under this contract is independent of the required contractor quality control testing. The City may award multiple contracts for a one (1) year term with no provision for cost adjustment. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms, any cost adjustments will be submitted at least 60 days prior to the term coming up for renewal. While under contract a firm may be assigned work on a project-by-project basis. It is the intent of the City to assign only one firm to a project at a time. Firms selected by the City will not be allowed to perform contract quality control testing for construction firms that are under contract for a capital improvement project with the City. Quality assurance and/or compliance testing will be on an on-call, as-needed and part-day basis on one or more projects concurrently. Project specifications and field conditions will determine the total number and types of tests required. The City of Prescott does not guarantee any amount of work to be performed under this contract. Multiple contracts will be awarded to ensure the city is covered for services needed.

A. DESCRIPTION OF WORK

The City is requesting proposals from Consultants who are qualified to provide the following services and reports:

- The Consultants will be required to complete work for the City of Prescott using ICC, ASTM, AASHTO, ACI and ATTI testing methods, which the Consultant shall perform in a manner acceptable to the City Public Works Director and in full compliance with the terms of the contract. The Consultants shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and incidentals to perform all work involved in executing the contract in a satisfactory and workmanlike manner.
- All sampling and tests shall be performed in strict conformance with the current ICC, ASTM, AASHTO, ACI and ATTI procedure or project specific referenced procedure.
- Frequency of sampling and testing as per exhibit A (QA-QC Reference Card) or as determined by the City.
- Field Technician hourly time to start at departure of local office or local project and to end at the completion of onsite work.
- Local is defined as within 30 minutes or 30 miles of Prescott City Hall.
- All payment requests shall be submitted with an invoice including all backup data (rate sheet breakdown, field daily reports, test results)

B. SCOPE OF WORK AND SPECIFICATIONS

Firms submitting a proposal shall conform to the following minimum requirements to be considered:

- ASTM C 1077 Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction.

- ASTM D 3666 Practice for Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials.
- ASTM D 3740 Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- ASTM D 4561 Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- ASTM E 329 Practice for Use in Evaluation of Testing and Inspection Agencies as Used in Construction.
- All testing shall be performed or witnessed by certified personnel using calibrated equipment as per ICC, ASTM, AASHTO, ACI and ATTI testing methods.
- All testing and reporting shall be in strict accordance with the current ASTM procedure or project specific referenced procedure. All tests and reports shall be certified by a professional engineer registered in the state of Arizona.
- All submitting firms shall submit certifications and evidence stating compliance with the above criteria to be considered.

C. MANDATORY PRE-BID CONFERENCE

This pre-bid conference is mandatory for potential proposers. Proposals will only be accepted from firms in attendance as established on the sign-in sheet.

Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. The minutes of this pre-bid conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The mandatory pre-bid conference will be held on Monday, March 4, 2024, at 1:00 PM at this location:

City of Prescott
Public Works Department
433 N. Virginia Street
Prescott AZ 86301

D. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|-----------------------------------|--------------------------|
| • Request for Proposal Advertised | February 11 and 18, 2024 |
| • Mandatory Pre-Bid | March 4, 2024 |
| • Proposal Due Date/Opening | March 28, 2024 |
| • Award of Contract | April or May 2024 |
| • Contract Start Date | July 1, 2024 |

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

E. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
latona.jones@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday March 19, 2024**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, March 25, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original with one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**
Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- **Form B – Price sheet**
The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Non-Collusion Certificate**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide two (2) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

- **Form G – Subcontractor's List**

If the contractor/vendor does not have any subcontractors, please submit, and put no subcontractors or NONE on the form.

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information”. Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Thursday, March 28, 2024**, at the **City Clerk’s Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk’s Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:
On-Call Quality Assurance and Compliance Testing
Due before 2:00 PM on March 28, 2024**

III. EVALUATION CRITERIA

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott's current and future needs based on the information available and Prescott's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

Evaluation Criteria	Weight Percentage
Company location and availability.	50%
Reference or Past Performance	25 %
Pricing	25 %
Total (not to exceed 100%)	100%

IV. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/firm will be required to execute and meet the terms of the City’s standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. INSURANCE REQUIREMENTS

Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete,

certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

- | | |
|-----------------------------|--------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| • Each Accident - | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit - | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

V. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

VI. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such a case, the consultant shall be paid for services rendered through

the date of the termination notice, and the results of all such work through that date shall become the property of the City.

VII. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VIII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

IX. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is

attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

M. Contractor Immigration Warranty (if applicable)

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor 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".

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

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

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

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

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

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

subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-******

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Quality Assurance and Compliance Testing in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D.** Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
--	----------------------

- E.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F.** All invoices shall be emailed to fandboperations@prescott-az.gov and QAinfo@prescott-az.gov.
- G.** This Agreement shall be construed under the laws of the State of Arizona.
- H.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:
 "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker’s Compensation and Employer’s Liability:

Workers’ Compensation	Statutory
Employer’s Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

M. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor 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”.

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

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

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

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

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

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

- N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 - 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

SAMPLE

Form A – Solicitation Response Cover Sheet



Solicitation Response

On-Call Quality Assurance and Compliance Testing

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A through F
- Flash Drive

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contact Email: _____

Contractor/Company Comments: _____



Quality Assurance and Compliance Testing

Bid the following services based on your firm’s ability to supply and deliver. It is not necessary to bid all items. All testing and sampling noted below have ATSMs identified in MAG and the COP MAG Supplement. The City will select services based on the best price and availability as needed.

Schedule of Fees

Engineering Services	Rate (hourly)
Staff Engineer	
Project Engineer	
Principal Engineer	
Material Testing Services	Rate (hourly)
Field/Engineering Technician (including core drilling)	
Field/Engineering Technician Shift Differential (Nights, Weekends)	
Senior Engineering Technician	
Special Inspector (Rebar, Masonry, Post-Tension etc..)	
Concrete Core Drill Equipment	
Asphalt Core Drill Equipment	
Laboratory Testing	
Soils and Aggregates	Rate (each)
Sieve Analysis	
Proctor Density	
Plasticity Index (wet prep)	
Plasticity Index (dry prep)	
Specific Gravity	
LA Abrasion	
pH and Resistivity	
Expansion Index	
Consolidation	
Fractured Particles in CA (Fractured Faces)	
RAP Binder Extraction	
Asphaltic Concrete	Rate (each)
Stamped Asphalt Mix Design Submittal Review	
Asphalt Binder Content	
Gradation of Extracted Aggregates	
Marshall Density	
Rice Test	
Asphalt Core Density	
Stability / Flow	
TSR (Tensile Strength Ratio)	
Oven Calibration	
Concrete	Rate (each)
Stamped Concrete Mix Design Submittal Review	
Compression Tests (per specimen at molding)	
Compression Tests on Drilled Cores (per specimen)	
Grout Compressive Strength Sample	
Unconfined Compressed Strength	
PG Verification	

Rates to be all inclusive for complete service including but not limited to; data processing, off site travel time, scheduling, office admin, overhead, tools, equipment, vehicle, etc...

Additional services requested by the City of Prescott will be negotiated at time of request.

Back up data must be submitted with all invoices.

Standard work hours 7am to 6pm.

Company Name _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this _____ day of _____, 2024

Signature _____

Phone Number _____

Written Name of Signer _____

Email Address _____

Title of Signer _____

FORM C – BID CERTIFICATION



On-Call Quality Assurance and Compliance Testing

Company Name: _____

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



On-Call Quality Assurance and Compliance Testing

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this ____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



On-Call Quality Assurance and Compliance Testing

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this ____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



On-Call Quality Assurance and Compliance Testing

Company Name: _____

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 20224.

Signature

Phone Number

Written Name

Email Address

FORM G – SUBCONTRACTORS LIST

On-Call Quality Assurance and Compliance Testing			
Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional form(s) if needed*

Attachment "A"

REFERENCE CARD - Please verify specifications with MAG, COP MAG Supplement and Project Specifications

QUALITY ASSURANCE SAMPLING, TESTING AND DOCUMENTATION REQUIREMENTS FOR CIP PROJECTS

All sampling and testing noted are minimums that may be adjusted or increased by COP Engineer/Inspector

- * All Sampling and Testing may be superseded by the project special provisions.
- * All invoicing shall be submitted monthly per project
- * All reporting shall be submitted on a weekly basis
 - Daily Field Technician reports
 - Field Tests results for the week
 - Sampling results for the week
- * All QA personnel shall be certified for sampling and/or testing that they are performing or have a certified witness
- * All equipment being used shall be calibrated and records kept in lab. Records shall be submitted upon request.
- * All sampling and testing shall be performed in conformance with current ASTM, AASHTO, ACI, ATTI procedures or project specific referenced procedures.
- * All Testing Labs shall meet the minimum qualifications noted in the QA contract.
- * Daily Reports from field tech when on site.
- * Lab Reports for all testing results.
- * Communication with COP Inspector when on site.
- * COP Inspector to Schedule QA Field Tech
- * Reports shall have all pertinent information
- * All sample and testing locations shall be random.
- * All transverse roadway cuts require 1/2 sack CSLM backfill
- * All pipe requires at least 6" of granular bedding per Detail
- * Fill Material 6" or larger shall not be placed within 2' of finished grade.

Grout

1 Grout prism strength set (4) per mix design

Asphaltic Concrete

1 Density per lane per 500 Lft
92% min of Rice

1 AC Core per 500 tons per lot

* Cores to be taken by QC and then Given to QA
* Core Locations to be laid out by COP within 24 hours
4% - 8% In Place Air Voids on 1.5" thickness or greater
Thickness measurement

1 Plate sample per 500 tons per lot

* Plate sample locations to be determined by COP
Marshall Density Gradation AC Content
1 Oven Calibration per mix design

Temperatures documented per plate sample
335 deg max at discharge temp at Plant
40 deg min air temp
50 deg min surface temp
265 deg min behind paver
250 deg min prior to initial rolling

All Core patch materials shall be per MAG 321.14.4 or approved by COP.

Portland Cement Concrete 4,000 PSI +

May request Plant QC reports
Compressive Strength Tests Cylinders
1 set per placement per 50 cuys
1 - HOLD (60max) 3 - 28 Day 1 - 7 Day
Air Entrainment, Slump and Temperature
1 per Cylinder Set

CSLM - Slurry

No QA
May request Plant QC reports

Manholes

CSLM Slurry Backfill - or -
Backfill 12" Loose lifts compacted to 95%

Aggregate Base Course Materials

Roadway 1 Density per 6" Lift per 750 LFT per Lane
Other areas 1 Density per 1200 sqyds
98% min and Within 3% of Optimum Moisture

1 Sample per source

Gradation	PI
Abrasion	Proctor

Earthwork - Fill Construction - Non ABC Backfill

1 Density per 8" Lift per 500 LFT
8" loose lifts at 90% min
8" loose lifts, Top 2ft 95% min
1 Sample per source per soil type
Gradation PI
Proctor

Trench Backfill - 3" minus Native

1 Density per 12" Lift per 300 LFT
95% min
1 Sample per source per soil type
Proctor

Subgrade - (Roadway, Sidewalk, Curb, DW..)

1 Density per 500 LFT per Lane
95% min (subject to vehicular traffic or not)
+/- 2% optimum moisture
1 Sample per source per soil type
Gradation PI
Proctor
Proof Roll per Geo-tech report

Native Ground prior to fill

1 Density per 500 LFT
Scarify and recompact top 6"
All vegetation has been removed
1 Sample per source per soil type
Gradation PI
Proctor
95% min compaction



2/5/2023

REFERENCE CARD - Please verify specifications with MAG, COP MAG Supplement and Project Specifications

QUALITY CONTROL SAMPLING, TESTING AND DOCUMENTATION REQUIREMENTS FOR CIP PROJECTS

All sampling and testing noted are minimums that may be adjusted or increased by COP Engineer/Inspector

- *A QC Plan Shall be submitted to COP at the Pre-Con
- * All Sampling and Testing may be superseded by the project special provisions.
- *All direction and communication shall be from the Contractor
- * All reporting shall be submitted on a weekly basis
 - Daily Field Technician reports
 - Field Tests results for the week
 - Sampling results for the week
- *All QC personnel shall be certified for sampling and/or testing that they are performing or have a certified witness
- * All equipment being used shall be calibrated and records kept in lab. Records shall be submitted upon request.
- * All sampling and testing shall be performed in conformance with current ASTM, AASHTO, ACI, ATTI procedures or project specific referenced procedures.
- * Daily Reports from field tech when on site.
- * Lab Reports for all testing results.
- * Reports shall have all pertinent information
- * All sample and testing locations shall be random.
- * All transverse roadway cuts require 1/2 sack CSLM backfill
- * All pipe requires at least 6" of granular bedding per Detail
- * Fill Material 6" or larger shall not be placed within 2' of finished grade.

Grout

1 Grout prism strength set (4) per mix design



2/5/2024

Asphaltic Concrete

- 1 Density per lane per CONTRACTOR
- 92% min of Rice
- 1 AC Core per 500 tons per lot
- *One Core for QA and one for QC cut by QC per Location
- *Core Locations to be laid out by COP within 24 hours
- 4% - 8% In Place Air Voids on 1.5" thickness or greater
- Thickness measurement
 - 1 Rolling pattern per lift per day
 - 1 Plate sample per 500 tons per lot
- * Plate sample locations to be determined by COP
 - Marshall Density Gradation AC Content
 - 1 Oven Calibration per mix design
- Temperatures documented per plate sample
 - 335 deg max at discharge temp at Plant
 - 40 deg min air temp
 - 50 deg min surface temp
 - 265 deg min behind paver
 - 250 deg min prior to initial rolling

All Core patch materials shall be per MAG 321.14.4 or approved by COP.

Portland Cement Concrete 4,000 PSI +

- May request Plant QC reports
- Compressive Strength Tests Cylinders
 - 1 set per placement per 50 cuys
 - 1 - HOLD (60max) 3 - 28 Day 1 - 7 Day
- Air Entrainment, Slump and Temperature
 - 1 per Cylinder Set

CSLM - Slurry

- No QA
- May request Plant QC reports

Manholes

CSLM Slurry Backfill - or -
Backfill 12" Loose lifts compacted to 95%

Aggregate Base Course Materials

- Roadway 1 Density per 6" Lift per 500 LFT per Lane
- Other areas 1 Density per 800 sqyds
- 98% min and Within 3% of Optimum Moisture
- 1 Sample per source

Gradation	PI
Abrasion	Proctor

Earthwork - Fill Construction - Non ABC Backfill

- 1 Density per 8" Lift per 500 LFT
- 8" loose lifts at 90% min
- 8" loose lifts, Top 2ft 95% min
- 1 Sample per source per soil type

Gradation	PI
Proctor	

Trench Backfill - 3" minus Native

- 1 Density per 12" Lift per 200 LFT
- 95% min
- 1 Sample per source per soil type
- Proctor

Subgrade - (Roadway, Sidewalk, Curb, DW..)

- 1 Density per 500 LFT per Lane
- 95% min (subject to vehicular traffic or not)
- +/- 2% optimum moisture
- 1 Sample per source per soil type

Gradation	PI
Proctor	
- Proof Roll per Geo-tech report

Native Ground prior to fill

- 1 Density per 500 LFT
- Scarify and recompact top 6"
- All vegetation has been removed
- 1 Sample per source per soil type

Gradation	PI
Proctor	
- 95% min compaction