



## **Request for Statement of Qualifications**

**For**

### **Design Services Effluent Tank, Pipeline, and SR89 Improvements**

**MAYOR AND COUNCIL:**

Phil Goode, Mayor  
Connie Cantelme, Council Member  
Lois Fruhwirth, Council Member  
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Sarah M. Siep

**PUBLIC WORKS DIRECTOR:**

Gwen Rowitsch

## **Request for Statement of Qualifications**

### **Design Services Effluent Tank, Pipeline, and SR89 Improvements**

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide Design Services for the Effluent Tank, Pipeline, and SR89 Improvements Project. Only persons or firms capable of providing the requested professional service will receive consideration.

MANDATORY PRE-BID CONFERENCE: April 16, 2024, at 2:00 pm, City of Prescott Public Works Department.

BID OPENING: Thursday, May 2, 2024, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3<sup>rd</sup> Floor, Prescott, Arizona 86301.**

In accordance with local and State law, sealed SOQs 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. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals 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 submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: March 31st and April 7th, 2024

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## Design Services Effluent Tank, Pipeline, and SR89 Improvements

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## **I. GENERAL INFORMATION**

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Statement of Qualifications (SOQ) for Design Services for the Effluent Tank, Pipeline, and SR89 Improvements Project.

Contracts shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-603. To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will select a Firm through a two-step qualifications-based selection process. Firms will submit an SOQ to be reviewed and evaluated by a Review Committee. A shortlist of three (3) Firms, with the highest SOQ evaluations, will be invited to participate in a formal presentation and interview process to establish a final ranking. The highest ranked Firm, after interviews, will be invited by the City to negotiate a contract for design services

The project goal is to construct a new effluent delivery main, refurbish and/or replace an existing effluent distribution main along State Route 89, between existing and new effluent storage facilities, and wastewater facilities for centralization at the Airport Water Reclamation Facility (AWRF). The project will also include roadway improvements, a traffic report to identify current and future traffic impacts through the corridor, and a minimum of three (3) conceptual design plans to address identified traffic concerns, from the Phippen Trail roundabout to the Willow Lake Road roundabout.

### **A. PROJECT DESCRIPTION**

Installation of a new effluent force main from Kieckhefer Ranch to Willow Lake Road to deliver effluent from the AWRF to a new effluent storage tank near the intersection of SR89 and Willow Lake Road on City owned land.

The existing effluent force main from Kieckhefer Ranch to Willow Lake Road shall be evaluated, and based on the condition, a recommendation shall be made to either refurbish or replace the pipe, in its entirety, to a wastewater gravity main as part of the centralization process at the AWRF. Refurbishment may consist of slip-lining the existing 24-inch effluent force main with an 18-inch HDPE carrier pipe to convert it to a gravity sewer main.

#### Project Limits - Existing Conditions:

- State Route 89 from Phippen Trail to Willow Lake Road.

#### Associated Project Studies:

- CYMPO Regional Transportation Plan

#### Adjacent Public Capital Improvement Projects:

- N/A

#### Adjacent Private Development Projects:

- N/A

#### Public Involvement:

The Engineer shall secure the services of a public relations consultant.

Upon completion of 15% Design Concept Plan Submittal, which includes alternate design concept plans and a traffic report, there shall be a public comment period of no less than sixty (60) days that includes at least two (2) City Council study sessions and two (2) public hearings.

Upon completion of the 90% draft final plan submittal, there shall be a final public open house to present the final project plans.

Contractor Procurement:

This project may use the Construction Manager at Risk (CMAR) delivery method. The Engineer shall participate in the review, evaluation, and selection process of the CMAR.

**B. PRIMARY TECHNICAL / ADMINISTRATIVE ISSUES**

Existing Utilities:

- Gravity Sewer Main
- Effluent Main
- Water Main

Utility Relocation Issues:

- Gravity sewer bypass pumping
- Effluent bypass pumping
- Interconnecting the new centralization gravity sewer main with the existing gravity sewer main with minimal impact on operations
- Assessing the existing effluent force main condition to determine whether to replace the existing effluent force main in its entirety, refurbish the existing effluent force main and convert it to a wastewater gravity trunk main, possibly by using a slip lining process and installing manholes, or refurbish the existing effluent force main and transition it to an effluent main to carry effluent in the reverse direction from the current effluent force main, from the airport back to the City for customer use, possibly by using a slip lining process.
- Visual impact of new effluent tank
- Traffic control including keeping traffic open throughout the work zone.
- Hard-dig and rock excavation
- Overhead electric from the Phippen Trail roundabout to Willow Creek, at Old SR89 Loop Road – South, at Boulder Creek Lane, from Kring Way to East Gate Road, and from Canyon View Drive to the Willow Lake Road Roundabout.
- Willow Creek recharge intake structure

**C. DESIGN**

Roadway Design:

- The roadway design shall include public input per Resolution No. 2024-1876.
- The existing roadway varies in width throughout the corridor but is primarily made up of two travel lanes, one southbound and one northbound. In the narrowest quarter mile of the corridor there are two lanes with shoulders of varying widths. The remainder of the existing corridor, north to Phippen Trail and

south to Willow Lake Road, includes a center turn lane and shoulders of 3-4 ft on each side of the roadway.

- Recommendations shall include improvements necessary to maintain a traffic Level of Service (LOS) C for 20 years.
- The project may require rock removal.
- The Consultant shall perform a stand-alone traffic report.
- The 15% roadway alternate design concepts, and the included traffic report, shall be presented to the City Council at two (2) work study sessions and at two (2) public hearings.

#### Assessment of Alternatives:

- Develop roadway alternatives for analysis, this shall include widening of the roadway to a 4-lane section as recommended in the latest CYMPO Regional Transportation Plan, and other alternatives including but not limited to the use of medians, intersection traffic control (signalization and/or roundabouts), limited widening, access control, flex lanes and any other alternatives which may provide improved capacity and operations.
- Coordinate with City staff and other partners to develop evaluation criteria. Evaluation criteria shall include utilities, operation, and maintenance impacts.
- Establish the preliminary purpose and need for the roadway improvements, including potential transportation benefits.
- Perform alternatives analysis and select the preferred alternative.
  - o Consultant will evaluate LOS and operational impact.
  - o Two alternative selection phases are anticipated. The first shall provide a comparison of each identified alternative and screen them using initial evaluation criteria to narrow them to three (3) final alternatives. The second screening shall rank them and provide a recommended alternative.

#### Traffic:

- Safety improvements at intersections shall be reviewed and addressed and driveway entrances shall be better defined throughout the corridor.
- Evaluate side street auxiliary lane needs and make recommendations.
- Evaluate Bicycle and Pedestrian and trail connections along the corridor.
  - o Identify existing bicycle and pedestrian routes using available published data.
  - o Evaluate opportunities with the preferred alternatives to promote better movement of active transportation and trail connections.
- Traffic Data
  - o Traffic Counts
    - Consultant shall conduct traffic counts at each side street/intersection within the corridor.
      - a. Phippen Trail Roundabout
      - b. Old SR89A Loop Road – South
      - c. Old SR89A Loop Road – North
      - d. East Granite Gardens Drive/Boulder Creek Lane

- e. Twisted Trail
- f. East Granite Dells Road/E. Calvary Road
- g. Kring Drive
- h. East Gate Road
- i. East Lillain Lane
- j. Canyon View Drive
- k. East Hillsdale Road
- l. Willow Lake Road Roundabout
- Origin and Destination Analysis
 

Consultant shall conduct an origin and destination analysis which provides information on where drivers traveling the SR89 corridor through the project limits begin and end their trips. The analysis shall provide this information for a minimum of four (4) one (1) week periods and include time-of-day and directional information. Technology-based methods shall be used which may include Connected Car Data, Mobile-based Location Data, and MAC Address Detection.
- Traffic Report
  - o The purpose of the traffic report shall be to perform an existing and 2045 projected operational analysis for alternatives and preferred recommendations.
  - o The alternatives that advance to the second selection phase shall include the year when the LOS is expected to degrade to a LOS of D and F.
  - o A phasing plan shall be included for the three final alternatives. These phasing plans shall include a list of recommended improvements identified to maintain an LOS of C or D on SR89 and the year in which they shall be implemented.
  - o Evaluate impacts to the existing roadway system, including parallel north-south roadways, such as Willow Creek Road, and east-west roadways such as Willow Lake Road and SR89A, if SR89 is not widened as recommended in the latest CYMPO Regional Transportation Plan.

Drainage Design:

- Storm drainage design improvements may be required, particularly if the roadway is widened and depending on implemented roadway safety improvements.

Sewer Design:

- The existing effluent pipe is old, difficult to locate, challenging to repair, and has experienced a recent increase in failures.
- Assessing the existing effluent force main condition to determine whether to replace the existing effluent force main in its entirety, refurbish the existing effluent force main and convert it to a wastewater gravity trunk main, possibly by using a slip lining process and installing manholes, or refurbish the existing effluent force main and transition it to an effluent main to carry effluent in the

reverse direction from the current effluent force main, from the airport back to the City for customer use, possibly by using a slip lining process.

- Sewer bypass pumping.
- Minimize sewer service interruption.
- Hard-dig and rock excavation.

Water Design:

- N/A

Geotechnical Design and Recommendations:

- The Engineer shall retain a qualified geotechnical firm to complete a subsurface investigation and provide recommendations for site work to include foundations, pipelines, and road design.
- The Engineer shall retain a qualified rock consultant to address the extent and impacts of any rock removal that is contemplated in conceptual and full design plans.

Private Development Partners:

- N/A

**D. RIGHT-OF-WAY (ROW) AND EASEMENTS**

The City will acquire any needed ROW or TCE.

The consultant will identify any ROW and easements necessary, for this Scoping Report, the consultant shall consider six (6).

**E. ENVIRONMENTAL CONSTRAINTS – REQUIRED PERMITS**

100-Year Floodplain:

- TBD

Railroad:

- N/A

Arizona Department of Transportation (ADOT):

- TBD

Arizona Department of Environmental Quality (ADEQ):

- The Engineer shall acquire all ADEQ permits, including the Approval to Construct (ATC), Approval to Operate (ATO), and the Engineer's Certificate of Completion (ECC).
- The project will need to obtain an Arizona Pollutant Discharge Elimination System (AZPDES) permit and proper erosion and sediment control measures will need to be incorporated into the plans and construction methods.
- Dust control measures will need to be incorporated into the construction methods and a City construction permit will be required.



Arizona Department of Water Resources (ADWR):

- FEMA - Letter of Map Revision (LOMR)
- U. S. Army Corps of Engineers (USACE) – 404 Permit

Yavapai County:

- Permits from Yavapai County may be required for work along the corridor connecting to County ROW.

Other Municipalities:

- N/A

Archaeological/Cultural Issues:

- An archaeological pre-determination will be required for this project, along with an archaeological survey, if deemed necessary from the pre-determination.

Endangered Species Act (ESA):

- A pre-determination will be required for any listed endangered species that may be impacted within the project vicinity, along with an evaluation, if deemed necessary from the pre-determination.

Required Environmental Permits/Approvals:

- National Pollutant Discharge Elimination System (NPDES) Permit
- Stormwater Pollution Prevention Plan (SWPPP)
- Notice of Intent (NOI)
- Federal Emergency Management Agency (FEMA) – N/A

**F. CONSTRUCTION ISSUES**

- Sewer bypass pumping
- Minimize impact on sewer conveyance operations
- Minimize impact on traffic

**G. CITY LIABILITY AND RISK ASSESSMENT**

The existing effluent pipe is old, difficult to locate, challenging to repair, and has experienced a recent increase in failures. The City shall provide maintenance records and CCTV video.

**H. DESIGN DELIVERABLES**

1. **Project Kick-Off Meeting:** The Engineer will be required to attend a kick-off meeting with City staff. At that meeting coordinated by the City Project Manager, the Engineer will be required to provide a detailed design schedule, a list of the team members who will be involved in the project, along with their phone numbers and e-mail addresses, an organizational chart showing the relationship of all the team members and any submittals required contractually.
2. **Design Schedule:** The Engineer will be required to submit a detailed schedule depicting all major tasks and primary submittal dates for approval by the City. Thereafter, the Engineer shall submit monthly project schedule updates in the same format and shall highlight and provide justification for any changes to the approved

schedule. The Engineer shall include three (3) weeks for each of the City review periods.

3. **Public Meetings:** The Engineer shall co-present with staff at two (2) City Council work study sessions and two (2) public hearings per Resolution No. 2024-1876. These will be scheduled (tentatively) to correspond with the completion of the 15% alternate design concept plans. The initial meeting shall be for the purpose of informing the City Council and public of the roadway conceptual design options and to receive comments.

Formats for individual meetings will be decided as the scheduling of the meetings are determined. The Engineer shall prepare a newsletter publication for each public forum. The Engineer shall be responsible for printing such newsletters. The Engineer and the City will participate in the public meeting to help attendees understand the project, its limitations, the options considered, and other project aspects.

After the meetings, the Engineer shall provide a meeting summary to the City Project Manager including, but not limited to, the following items: copy of sign-in sheet, copy of newspaper ad, comments received at the meeting, etc. Per Resolution No. 2024-1876, the Engineer shall post all public comments within 10 days of the meeting.

4. **Survey:** The Engineer will be required to provide survey services in the preparation of design drawings which will include, at a minimum, the following: establishment of project survey control, topographic mapping, right-of-way survey, and legal descriptions and exhibits. The Engineer shall provide the following applicable survey deliverables to the City: 1) copies of level loop field notes, 2) full topographic survey including one (1') foot contours and all existing natural and manmade features, 3) ROW strip map, 4) legal descriptions and exhibits, and 5) closure reports. See Attachment 'A' for specifications.
5. **Survey Monument Preservation and Perpetuation:** The Engineer will be required to provide survey services in the preservation and perpetuation of existing survey monuments for the project. When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and documented in the design drawings. New monuments, or monuments installed to replace existing monuments will require post-construction survey services which includes verification and stamping of installed monuments, and preparation and recordation of a Post-Construction Results of Survey. See Attachment 'A' for specifications.
6. **15% Conceptual Plans:** The Engineer will be required to provide up to three (3) design concept plans, a set of conceptual alignment plans, and a preliminary cost estimate for each conceptual alignment plan based on the design schedule approved by the City. An analysis of alternate design considerations shall be included in this submittal. The Engineer will meet with the City to review the conceptual plans to ensure that the City's goals for the project are understood by the Engineer. The Engineer shall prepare all requested maps, drawings, and reports for the 15% Conceptual Plan City Council study sessions and public hearings.

The Engineer shall be responsible for identifying the horizontal locations of all utilities within the project limits prior to the 15% Conceptual Plans. The Engineer shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. The Engineer shall review all utility plans for constructability within the project limits.

The Engineer shall provide a geotechnical design report in support of the developed alternatives. At a minimum, the report shall include a subsurface investigation to determine the depth to solid rock (i.e. material requiring alternative excavation methods). As determined by a geotechnical professional, subsurface investigation may require borings, test pits, or seismic refraction surveys to provide an accurate profile of subsurface solid rock material for the entire length of the project. The investigation shall also provide the characteristics of the rippable material (i.e. material that can be removed with a standard 40-ton excavator or smaller) including soil classification, Atterberg limits, moisture content, gradation, and suitability for reuse as trench backfill or road subgrade. In addition, the consultant shall estimate the quantity (in cubic yards) of the above ground rock removal required for each alternative and provide recommendation for removal. Methodology should balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

7. **30% Preliminary Design Report and Preliminary Construction Cost Estimate:** The Engineer will be required to provide a set of preliminary alignment plans based on the selected 15% design submittal, a preliminary design report with major infrastructure components sized, and a preliminary cost estimate based on the design schedule approved by the City.
8. **Utility Potholing:** Based on the results of utility research, the need for utility potholing to establish existing horizontal and vertical locations of utilities will be established. For this scope, the Engineer shall provide up to forty (40) utility potholes.
9. **Utility Research and Coordination:**
  - A. The Engineer shall coordinate with utility companies and the City to incorporate existing and proposed utilities into the construction plans in accordance with the City's General Engineering Standards (GES) and the Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG), most recent editions. The Engineer shall show all existing and proposed utilities on all plan and profile sheets.
  - B. The Engineer shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
  - C. The Engineer shall work with the City to coordinate the early determination of facilities that may be abandoned or deactivated.
  - D. The Engineer shall be responsible for identifying the horizontal locations of all utilities within the project limits prior to the Preliminary (30%) design. The Engineer shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility

locations. The Engineer shall incorporate the utility company comments into the base maps and show any known easements.

- E. The Engineer shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. The Engineer shall include overhead conflicts which might affect traffic signal equipment or materials installation.
- F. The Engineer shall send a letter to each utility company notifying them of the project and defining the project scope and timeline and shall also send plans at each submittal phase to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned improvements. The Engineer shall incorporate the utility company construction requirements into the bid documents.
- G. The Engineer shall provide the utility companies with electronic base files or other pertinent information necessary for the utility companies to design the relocation of their facilities. The Engineer shall request a letter from each utility impacted by the planned improvement identifying a timeline for relocating their facilities.
- H. Prior to the 60% plan submittal, the Engineer shall develop preliminary alignments of City utilities requiring relocation for which the City has requested an alignment design. The Engineer shall submit preliminary locations to each utility for review along with a request for written response from each utility. Based upon input from the 30% plans, the Engineer shall submit a revised design completion schedule.
- I. At the 60% design submittal, the Engineer shall develop a utility strip map showing all existing and proposed utilities designed by others (i.e. Arizona Public Service, Unisource, Sparklight, Lumen, etc.) and existing and proposed easements for each utility provided by utility stakeholders, to include parcel numbers and addresses, at a scale of 1" = 40' H.
- J. At the 60% design, the City will organize a utility coordination meeting with all utilities.
- K. For each submittal to the utility companies, the Engineer shall provide the City with a written record of receipt as well as a copy of the utility company's response.
- L. The Engineer shall work with the City's Project Manager to facilitate utility coordination meetings at the 60% design submittal, and 90% design submittal (if necessary). Appropriate exhibits depicting utility relocations as applicable shall be provided at both the 60% and 90% design submittals.
- M. The Engineer shall review all utility plans for constructability within the project limits.
- N. The Engineer shall verify relocated utilities (survey horizontal and vertical alignments) and document information on the project design plans.

O. Prior to submittal of the Final (100%) construction documents, the Engineer shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed City installations, and that such relocations will not impact the proposed construction schedule of the City's project. Utility clearance letters from each utility stakeholder shall also be submitted for the project.

1. **Geotechnical Investigation and Recommendations:** A geotechnical report will be prepared to identify subsurface conditions and the need for any special equipment for excavation or rock removal. Forty (40) soil borings up to five to eight (5-8) feet in depth will be performed and a geotechnical report will be prepared. Boring logs will be provided. Pavement sections and options will be identified including full-depth reclamation options. Findings in the geotechnical report will be incorporated into the design and specifications. The geotech subconsultant will provide support during construction to verify cut slope stability and pavement sections.
2. **Preparation of Preliminary (30%) Design:** Upon direction from City staff, the Engineer shall proceed with development of 30% design. The preliminary design shall identify existing conditions including ROW and easements; topography; benchmarks; adjacent property lines; existing pavement limits; new and replacement curb and gutter improvements for uncontrolled access points, intersecting roads and driveways, and new drainage improvements; proposed plan and profile pipe alignments; and all utilities (i.e. electric, gas, fiber, water, sewer, effluent, and storm drain) located within the project limits. The preliminary design shall further identify any required additional easements and ROW; all existing water meters, water valves, sewer manholes and cleanouts, and any other utility fixture or potential utility conflict; and any other efforts required to design and construct a quality product. The design submittal shall include a detailed construction cost estimate.

Preparation of the following permits shall start no later than at the beginning of the 30% design process.

- Archeological pre-determination
- Endangered Species Act pre-determination
- National Pollutant Discharge Elimination System Permit
- Stormwater Pollution Prevention Plan
- Notice of Intent

3. **Preparation of Preliminary (60%) Design:** Review comments shall be solicited, received, and addressed by the Engineer. Utility conflicts that were identified from the Utility Review shall be addressed with a detailed approach for mitigation of these conflicts and coordination with respective utility companies.

In generating the specifications, the Engineer shall adhere to the City's Supplement to the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction ("Supplement"), most current edition, unless conditions require Special Provisions. ALL bid items SHALL be addressed in the Supplement or Special Provisions. Any deviation from the Supplement shall be brought to the City's attention.

4. **Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies:** Final review comments shall be solicited, received, and addressed by the Engineer.

5. **Regulatory Agency Review:** It shall be the responsibility of the Engineer to prepare the application, plans, specifications, and design report for submittal by the City to ADEQ for review, respond to comments, and obtain the ATC. Any review fees assessed by the regulatory agency will be paid by the City. It will be the responsibility of the Engineer to include estimated time frames for the reviewing agency in the schedule.
6. **Preparation of Easement Legal Descriptions and Map/Drawings:** The Engineer shall prepare all legal descriptions, maps, and obtain all pertinent title reports for the acquisition of additional easements required (temporary construction or permanent), if any, to construct the proposed improvements. In the event additional easements are needed to construct the project, the Engineer shall provide two (2) originals of detailed legal descriptions and maps/drawings, both stamped by a Registered Land Surveyor. The Engineer may be required to accompany the City (or their representative) at meeting(s) held with the respective property owner(s) to explain the need for the taking and its effect on the property. The Engineer will NOT be required to negotiate with the pertinent property owners for the acquisition of any of the required easements. A final easement map (record of survey) will be required which indicates new permanent easements required. Additional easements shall be staked prior to meetings with property owners.
7. **Pre-Final (90%) Design Meeting:** A meeting will be held between the Engineer and the City to discuss any revisions or additional work required for generation of the Final (100%) plans and specifications.
8. **Final Concept Stakeholder/Public Meeting:** The final public meeting will be to present the final project plans. Formats for individual meetings will be decided as the scheduling of the meetings is determined. The Engineer shall prepare a newsletter publication for each public forum. The City shall be responsible for printing such newsletters. The Engineer and the City will participate in the public meeting to help attendees understand the project, any limitations, options considered, and other project aspects.
9. **Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate:** The final plans shall be prepared incorporating any adjustments or corrections made during the review of the pre-final plans. A set of final reproducible plans shall be provided electronically (compatible with AUTOCAD \*.DXF). The specifications, bid schedule, and engineers estimate, shall also be submitted electronically. Plans shall not be considered final until the ATC from ADEQ is acquired and the City has approved the final PS&E. The Engineer will only be responsible for the technical provisions portion of the specifications, bidding schedule, and engineer's estimate. The City will prepare the formal contract documents and notice inviting bids.
10. **Construction Pre-Bid Meeting:** The Engineer shall attend the construction pre-bid meeting held by the City to answer questions from prospective bidders. In the event an addendum is required, the Engineer shall prepare the necessary changes to the plans and specifications.

11. **Pre-Construction Meeting:** The Engineer shall attend the pre-construction meeting held by the City to answer questions from the construction contractor. The Engineer shall be prepared to address any design questions presented by the contractor.
12. **Monthly Progress Meetings:** In addition to those meetings indicated above, the Engineer shall meet monthly with the City to discuss the project status and any pertinent issues.
13. **Benchmarks:** The Engineer will be responsible for finding or setting sufficient temporary benchmarks in the field to allow the project to be constructed in accordance with the design. Permanent benchmarks may be included in some projects.
14. **Provision of Post-Design Consultation Services:** The Engineer will be retained to provide consultation assistance during construction, relative to questions pertaining to their design. Construction meeting attendance, technical submittals, requests for information (RFI), as-built coordination and preparation, quality assurance/control, project closeout, certification and other construction phase engineering services shall be anticipated functions of the Engineer.
15. **Record Drawings:** The Engineer shall prepare Record Drawings in accordance with Article 10 of the City's GES.
16. **Meeting Minutes:** The Engineer shall be responsible for recording and preparing accurate minutes from all meetings involved with the project. Minutes shall be submitted to the City in PDF format.

#### **I. MISCELLANEOUS OTHER DELIVERABLES**

- Technical Design Reports (Drainage, Water, and Structural)
- SWPPP
- Traffic Study
- Rock Removal Analysis
- FEMA – LOMR
- U. S. Army Corps of Engineers – 404 Permit
- Archaeological Survey (as needed)
- Endangered Species Act pre-determination (as needed)
- Other as may be required

#### **J. POST-DESIGN CONSTRUCTION SERVICES**

- Submittal / RFI reviews
- System Engineer for SCADA required for testing (for effluent tank integration and operation)
- As-Built surveying and final Mylar preparation; As-Built certification
- Attending construction meetings
- Completion of ECC
- Construction to be managed and inspected by City personnel. The Engineer shall be retained as the Engineer of Record during construction phase.

**K. MAJOR MILESTONES**

<u>Milestone</u>	<u>Tentative Date</u>
Advertise RFP/RSOQ	March 2024
Award Design Contract	June 2024
Preliminary Design Report Complete	March 2025
15% Design Complete	March 2025
City Council Study Sessions/Public Hearings (min. 60-days, min. 2 each)	November 2024
CMAR Evaluation and Selection	January 2025
30% Design Complete	March 2025
60% Design Complete	June 2025
90% Design Complete	October 2025
Public Meeting	November 2025
ROW Easements Complete	(TBD)
100% Plans and Specifications Complete	January 2026
Begin Construction	March 2026
Construction Complete	September 2027
Project Close-out Complete	October 2027

**L. 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:

Melissa Busby  
Purchasing Manager  
City of Prescott – Purchasing  
[contracts@prescott-az.gov](mailto:contracts@prescott-az.gov)

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, April 23, 2024. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, April 29, 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.

**M. MANDATORY PRE-SUBMITTAL CONFERENCE:**

This pre-submittal conference is mandatory for potential submitters. Submittals will only be accepted from Firms in attendance as established on the sign-in sheet.

The pre-submittal conference will be held on April 16, at 2:00 pm, at City of Prescott Public Works Department, 433 N. Virginia Street, Prescott AZ 86301.



## **II. STATEMENT OF QUALIFICATIONS**

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

### **A. GENERAL REQUIREMENTS**

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing service.
- Location of the firm
- Statement of the firm's understanding of the purpose and scope of the project
- Description of specific technical capabilities, qualifications, and years of prior experience
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated similar to this project. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project.
- Description of how the firm would approach, manage, and complete the related project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by firms or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

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. The City assumes no liability for the cost of preparing a response to this request.

### **B. 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.

### C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The SOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the SOQ. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

**Do not** include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

### D. DELIVERY OF SUBMITTALS

Sealed SOQs will be received **before 2:00pm on Thursday, May 2, 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 in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm 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 at 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 2:00pm 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:

**Statement of Qualifications:  
Effluent Tank, Pipeline, and SR89 Improvements  
Due before 2:00 pm on May 2, 2024**

### E. MINIMUM TEAM QUALIFICATIONS

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for professional design services. The selected firm will be required to execute and meet the terms of the City's standard

Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

### **III. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The Design Engineering firm will be selected through a two-step qualifications-based selection process. The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQ will be evaluated by a Review Committee appointed by the City according to the following criteria:

#### **A. GENERAL INFORMATION**

##### 5 points possible

- Brief overview of the firm and legal organization of the company
- Applicable licenses held
- Submission requirements met

#### **B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL**

##### 40 points possible

- Demonstrated understanding of the purpose and scope of the project
- Demonstrated years of experience, specific technical capabilities applicable to the project scope, and qualifications for the project
- List of comparable projects with work performed and reference information
- Names and locations of the key personnel proposed for delivering services
- Brief resume for each key team member describing their experience, background, and notable projects

#### **C. PROPOSED PROJECT APPROACH**

##### 20 points possible

A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Description of how the firm would approach, manage, and complete required services specific to the project. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches.
- Identify the location of the firm's principal office and local office (if applicable)

#### **D. VALUE ADDED KNOWLEDGE AND EXPERIENCE**

##### 30 points possible

The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your firm is particularly qualified to perform the required services in the Prescott area. Demonstrate the firm’s knowledge of local geology (granite), climate practices, rules, regulations, and procedures as they relate to the project.
- List of projects currently under contract with other government agencies
- Specific experience of the firm within Arizona
- Specific experience of the firm with the City of Prescott

**E. OVERALL EVALUATION**

5 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ, evidencing interest in providing services.
- Overall evaluation of the firm and its perceived ability to provide the required services.

**Statement of Qualification Evaluation Criteria (100 points total)**

a. General Information	<b>5</b>
b. Experience and Qualifications of the Firm and Key Personnel	<b>40</b>
c. Proposed Project Approach	<b>20</b>
d. Value Added Knowledge and Experience	<b>30</b>
e. Overall Evaluation	<b>5</b>
Total Points	<b>100</b>

**IV. EVALUATION AND SELECTION PROCESS**

**A. OVERVIEW**

A Review Committee will evaluate each SOQ according to the criteria set forth in Section III. The City may perform a due diligence process on the consultant(s) receiving the highest evaluation on these SOQs. The City expects to create a final shortlist of three (3) firms for this project and will invite those shortlisted firms to participate in a formal presentation and interview process to establish a final list ranking.

The interviews shall not last more than one and one-half hours, at least twenty minutes of which should be allocated for questions and answers. This time limit will be strictly enforced. No more than six (6) representatives of the proposer’s firm and/or team may be present.

The format of the presentation is at the discretion of the proposer, but should address the following guidelines:

**Presentation and Interview (100 points total)**

Observation of Existing Conditions and Grasp of Key Project Information	25
Identification of Issues or Problems that will Need to be Considered	25
Approach to Planning and Construction Including Innovative Ideas	30
Experience and Capabilities for Performing CMAR Design and Construction Phase Services	10
Define Why the Firm Should be Engaged	5
Overall Quality of Presentation/Interview	5
Total Points	<u>100</u>

**B. FINAL RANKING AND CONTRACT NEGOTIATION**

At the conclusion of the presentation and interview process, each of the rated elements from each firm will be evaluated to determine the best-qualified Firm for the project and will rank the shortlisted firms accordingly. The City will enter negotiations with the top ranked firm and execute a contract upon successful completion of negotiation of fees and contract terms for City Council approval. If negotiations are unsuccessful, the City may terminate negotiations with that firm and enter negotiations with the next ranked firm and so forth in that manner until a mutual agreement is reached or the shortlisted firms are exhausted. Once a negotiation is terminated, the City cannot re-enter negotiations with that firm.

The selected firm will be required to execute and meet the terms of the City’s standard Professional Services Agreement, including insurance requirements, Exhibit A, in a form acceptable to the City Attorney. Approval of the City Council may also be required for the award of a contract.

In accordance with A.R.S. § 34-603(C)(1), the City reserves the right to:

1. Terminate the procurement process at any point prior to award of a contract.
2. If a shortlisted firm becomes disqualified or withdraws prior to the interview process; replace that firm on the shortlist with another finalist.
3. Elect to proceed with the procurement if there are two (2) or more participating responsive and responsible firms responding to the RSOQ; or if there is one (1) responsive and responsible firm as allowed by A.R.S.

**C. TERM OF CONTRACT**

The term of contract will be confirmed during contract negotiations with the Firm.

**D. 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 day written notice. In such 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.

**E. 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 issuance of the final list. 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.

**F.** This Agreement shall be construed under the laws of the State of Arizona.

**G.** 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.

**H.** 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.

**I.** 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.

**J.** 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.

**K. 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. 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. 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.

**L. 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.

**M. Force Labor of Ethnic Uyghurs Certification:** Pursuant to A.R.S. § 35- 394, 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 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.

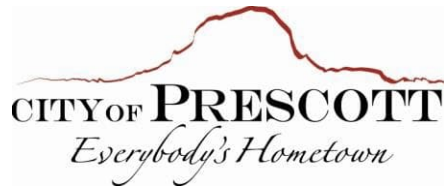
If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written 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.

- N. 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 ensure 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.

**V. ATTACHMENTS**

- A. INSURANCE REQUIREMENTS**
- B. SAMPLE PROFESSIONAL SERVICES AGREEMENT**
- C. CAPITAL IMPROVEMENT PROJECT GENERAL SUBMITTAL REQUIREMENTS**
- D. DESIGN SURVEY**





## Professional Services Insurance Requirements Exhibit A

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

1. Commercial General Liability – Occurrence Form

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

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(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 Professional.”

2. Professional Liability (Errors and Omissions Liability)

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

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

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

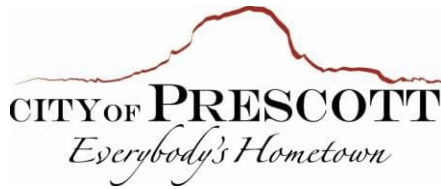
3. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for

any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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



## Professional Services Insurance Requirements Exhibit A

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](mailto:coi@prescott-az.gov) AND [contracts@prescott-az.gov](mailto: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.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, subcontractors, and employees for damages covered by property insurance during and after completion of the Services.

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day 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. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional 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. Please note the contract number on the Certificate.



## **Professional Services Agreement**

**\*\* Project**

**Contract No. \*\***

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain professional services; and

WHEREAS the City completed the procurement process for professional services in accordance with the City’s Procurement Code and Arizona law; and

WHEREAS \*\* (hereinafter referred to as “Professional”), has expertise in providing \*\* services and is willing and able to provide professional services to the City for the project known and described as \*\* Project, Project No. \*\* (hereinafter referred to as “Project”).

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- I. PROJECT STANDARDS: The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public’s health, safety, and welfare, in addition to improving the long-term value of the City’s infrastructure assets. The following standards shall govern all public and private improvements related to the Project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (“MAG”), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as “Standards”).
- II. SCOPE OF SERVICES: Professional shall provide the “Services” set forth on the attached Exhibit A Scope of Services in accordance with the terms and conditions of this Agreement. Services provided by the Professional shall include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in Exhibit A to the satisfaction of the City Public Works Director (hereinafter referred to as “Director”), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.
  - A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the Professional may be required to undertake or perform a geotechnical investigation, materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.



B. The Professional shall, at all times, perform the required services consistent with the Standards and generally accepted engineering principles and design practices. In addition, the Professional shall:

1. Prepare the detailed Scope of Services for the Project as more specifically described in Exhibit A.
2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional's attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.
4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.
5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.
6. If requested by the City, provide the City with "Record" Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.
7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.
8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

III. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

IV. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as

reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional's proposal to the City. The Professional shall not change key personnel, not utilize the listed key personnel, or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

V. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as "Subcontractors") as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.

VI. CONTRACT DOCUMENTS: The Request for Qualifications (if applicable), Scope of Work, Statement of Qualifications, Exhibit A including but not limited to the Professional's Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of \*\*, 20\*\*, Exhibit B- Certificates of Insurance and Required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

VII. TIME OF COMPLETION; TERM: The Project involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in Exhibit A. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.

A. The Professional shall complete all Services by \*(date). Or \*(The Professional shall complete all Services within \*\* Calendar Days from the Contract Execution Date (located just before the signature page)). If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.

B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.



C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in VII.A. includes these thirty days.

VIII. CONTRACT AMOUNT: The Contract Amount to be paid by the City to the Professional shall not exceed \*\* dollars and \*\* cents (\$\*\*), based on the negotiated rates and actual cost reimbursement schedule as defined in Exhibit A.

A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.
2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Contract Modification for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

- B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.
  - C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
  - D. Payment of the total amount provided for under Section VIII shall not relieve the Professional of its obligation to complete the performance of all Services.
  - E. Should the City request in writing Additional Services beyond those specified in this Agreement and Exhibit A, then charges and payments will be made in accordance with Section XI.
  - F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.
  - G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless and until the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.
- X. NON-AVAILABILITY OF FUNDS: Fulfillment of the payment 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 section.
- XI. CHANGES IN SERVICES / WORK: The City may order additional/extra services / work, or make changes by altering, or deleting any portion of the services / work as specified herein, as deemed necessary or desirable by the Director. All such services / work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services / work.
- A. Additional/extra services / work shall be that services / work not indicated or detailed on the Professional's Scope of Work and/or not specified herein this Agreement. Such services / work shall be governed by all applicable provisions of the Contract Documents.
  - B. In giving instructions, the Director shall have authority to make minor changes in the services / work, not involving additional/extra cost, and not inconsistent with the purposes of the services / work. No additional/extra services / work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.
  - C. Payment for any change ordered by the Director which involves services / work essential to complete the Agreement, but for which no basis of payment is provided for herein, shall be subject to agreement and fully executed amendment prior to said services / work being performed.



D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change amendment issued by the Purchasing Department, which shall indicate acceptance on the part of the Professional as evidenced by its signature, in a fully executed amendment. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the services / work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

If the Professional claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services / work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services / work. In no case shall services / work be undertaken without written notice from the Director to proceed with the services / work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

XII. INFORMATION PROVIDED BY THE CITY: The City shall provide to the Professional information regarding requirements for the Project including relevant budget information, overall Project schedules, identities of other Project participants, and related designs, drawings, and specifications. The Professional shall be entitled to rely on such information furnished by the City, provided that the Professional shall promptly notify the City, in writing, of any information that the Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

XIII. INTELLECTUAL PROPERTY: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative services / works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, services / work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Professional in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Professional agrees and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C.

§101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Professional hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. The Professional shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

A. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Professional in performing the Services and developed or acquired by the Professional prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by Professional and its licensors. Professional hereby grants City an irrevocable, perpetual,



fully paid-up, royalty-free, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Professional. The Professional understands that the Intellectual Property and Pre-Existing Materials may be used by the City for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof, or for construction of the same type of project at other locations, by the City and others retained by the City for such purposes. The Professional may re-use any standard specifications and details included in the Intellectual Property that were not developed by the Professional specifically for the Project.

- B. This license shall extend to those parties retained by the City for Project purposes, including other professionals.
- C. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and Subcontractors. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project.
- D. Upon completion of the Project and/or termination of the Agreement for any reason, the Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by the Professional, including those generated by any suppliers, or Subcontractors.
- E. The City shall retain all rights and ownership of all documents, designs, drawings, maps, studies, specifications, other information and/or styles, including copies thereof, provided to the Professional by the City in relation to this Agreement and the Project. The Professional shall not utilize any such material in relation to any other services / work or project and such materials are to be returned to the City on request or at the completion of the Services.

XIV. INDEPENDENT CONTRACTOR: Professional is an independent contractor of the City, and, as such, the Professional is not a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which City employees are entitled. As an independent contractor, the Professional further acknowledges that it 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 Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City, and that it 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, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Professional and the City.

XV. COMPLIANCE WITH FEDERAL AND STATE LAWS: All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

1. The Professional shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Professional Immigration Warranty"). The Professional further understands and acknowledges that:
  - a. A breach of the Professional Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Professional to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.
  - c. The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.
  - d. Neither the Professional nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional 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(A).

- e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.
- C. ISRAEL: Professional 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 A.R.S. § 35-393, of Israel.
- D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, 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 firms, 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 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 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.
- E. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:
1. The Contractor 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.

XVI. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall 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	**
<a href="mailto:contracts@prescott-az.gov">contracts@prescott-az.gov</a>	**

XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in Exhibit B hereto.

XVIII. GENERAL PROVISIONS

A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.

B. INTERPRETATION: Although it has been drafted by the Prescott City Attorney’s Office, this Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

D. SEVERABILITY: 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. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.

E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps,



promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- F. **WAIVER:** 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. 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
- G. **ASSIGNMENT:** The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

XIX. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

- A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
- B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.



- C. Upon receipt of a written notice of termination, the Professional shall stop all services / work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft services / work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.
- D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.
- XX. DISPUTE RESOLUTION: The parties 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 and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXI. RECOVERY OF ATTORNEY FEES: The parties 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 Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.
- XXII. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.
- XXIII. REPRESENTATIONS AND WARRANTIES: Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.
- XXIV. EXHIBITS:
- A. Scope of Services
  - B. Insurance Requirements
  - C. Unique Compliance with Specific Government Provisions (if applicable)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\*\*.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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/Firm

City of Prescott, a municipal corporation

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Philip R. Goode, Mayor

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

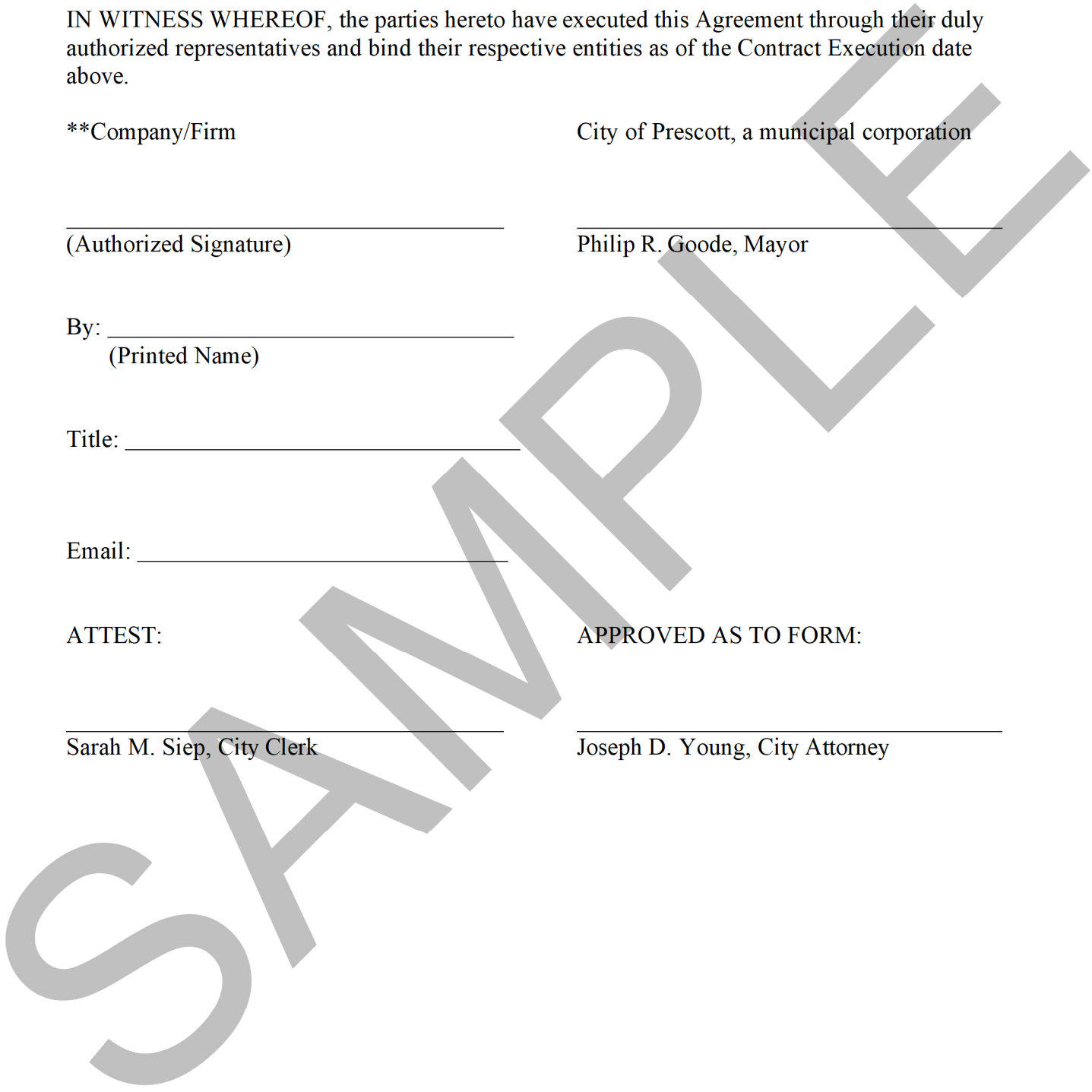
Email: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah M. Siep, City Clerk

\_\_\_\_\_  
Joseph D. Young, City Attorney



## ATTACHMENT 'C'

### City of Prescott Capital Improvement Project General Submittal Requirements

To maintain a consistent and effective review of the plans, improve the quality of construction, and reduce the potential for change orders during construction, it is important for the necessary information to be provided as follows. This is a general summary of the CIP submittal requirements and not all requirements will be applicable to all projects. All work shall conform to the City's GES and Supplement to MAG, most current editions.

#### **15% Conceptual Plan Development**

1. Two-dimensional project layout on aerial background with layout, slope cuts/fills and preliminary ROW superimposed on appropriate scale for project.
2. Identify existing utilities, drainage, pavement, sidewalks, fencing, etc.
3. Identify options, issues, project understanding, and potential alternatives.
4. Identify need for as-builts for various site conditions.
5. Identify potential conflicts with utilities, drainage, structures, etc. within the ROW or project site.
6. GIS topography, City owned utility locations per as-builts are available to the Engineer.
7. A tabletop review meeting between City staff and the Engineer to discuss the project and provide direction to get to 30% Preliminary Plan Development.

#### **30% Preliminary Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)**

1. Water design report and preliminary system/improvement layout.
2. Sewer design report and preliminary system/improvement layout.
3. Drainage design report and preliminary system/improvement layout.
4. Geotechnical report.
5. Pavement section recommendations.
6. Geometric layout, including streetscape, water quality and safety considerations.
7. Horizontal control plan.
8. Plan and profile for all required facilities – road, water, sewer, drainage.
9. Typical sections.
10. Slope cut/fill limits.
11. Retaining and sound wall locations, approximate heights, and type.
12. Utility conflicts and relocations (dry and wet utilities). Identification of potholing needs. Utility coordination.
13. Land acquisition estimate.
14. Easements need identification, including Temporary Construction Easements.
15. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
16. Value Engineering Study (projects > \$1 million or State/Federal funding).
17. Alternatives Analysis.

#### **60% Design Development Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)**

1. Water design report and system/improvement layout.
2. Sewer design report and system/improvement layout.
3. Drainage design report and system/improvement layout.
4. Geotechnical report.
5. Structural design report.
6. Pavement section recommendations.



7. Geometric layout, including streetscape, water quality and safety considerations.
8. Horizontal control plan.
9. Plan and profile for all required facilities – road, water, sewer, drainage, walls.
10. Typical sections.
11. Slope cut/fill limits.
12. Utility conflicts and relocations (dry and wet utilities). Potholing data. Utility coordination.
13. Detail sheets.
14. Construction notes.
15. Erosion control plan.
16. Cross section sheets.
17. Special Provisions, including landscape requirements and slope stabilization.
18. Land acquisition.
19. Easement finalization, including Temporary Construction Easements.
20. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
21. Value Engineering Study (projects > \$1 million or State/Federal funding).
22. Variance modification requests (as required).
23. 30% comment resolution form with resolution.

**90% Draft Final Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)**

1. Water design report and draft final system/improvement layout.
2. Sewer design report and draft final system/improvement layout.
3. Drainage design report and draft final system/improvement layout.
4. Geotechnical report.
5. Structural design report.
6. Pavement section.
7. Geometric layout, including streetscape, water quality and safety considerations.
8. Horizontal control plan.
9. Plan and profile for all required facilities – road, water, sewer, drainage, walls.
10. Typical sections.
11. Slope cut/fill limits.
12. Utility conflicts and relocations (dry and wet utilities). Utility coordination, draft clearance correspondence.
13. Detail sheets.
14. Construction notes.
15. Erosion control plan.
16. Cross section sheets.
17. Special Provisions, including landscape requirements and slope stabilization.
18. Land acquisition.
19. Easement finalization, including Temporary Construction Easements.
20. Traffic Control Plan
21. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
22. Submit plans to all agencies required for permitting (ADEQ, ADWR, ADOT, other municipalities, etc.).
23. 60% comment resolution form with resolution.

**100% Final Plan Submittal (Paper 5-fullsize plan sets (22" x 34") and PDF)**

1. Improvement plans.
2. Submittal of all final technical reports.
3. Pothole report.

4. Utility clearance letters.
5. Special Provisions.
6. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
7. Approved permits (ADEQ, ADWR, ADOT, other municipalities, etc.).
8. 90% comment resolution form with resolution.

#### **Bid Ready PS&E (Sealed and Signed Documents)**

1. Improvement plans (Paper, AutoCAD, and PDF).
2. Submittal of all final technical reports.
3. Pothole report.
4. Utility clearance letters.
5. Special Provisions.
6. Total Estimated Quantities and Engineer's Estimate of Probable Cost.
7. Approved permits (ADEQ, ADWR, ADOT, other municipalities, etc.).
8. 100% comment resolution form with resolution.

#### **Post-Design Requirements (Mylar, PDF, and AutoCAD)**

1. Bid assistance.
2. Submittal review.
3. RFI response.
4. Special inspections, as required.
5. Attendance at weekly construction meetings, as needed.
6. As needed construction review, survey, and observations to prepare as-builts and completion of Engineer Certificate of Completion, ADEQ Approval of Construction, and other finalization of permits.
7. Preparation of as-builts/Record Drawings in conformance with the City GES.

#### **Definitions**

**15% Conceptual:** General design idea or plan based upon experience and judgment from other comparable work. Cursory plan view illustrations: calculations not required.

**30% Preliminary:** Introductory, but reasonably accurate, design element or feature. General consistency with design standards. Plan view illustration. Rough calculations and notes. First run models.

**60% Design Development:** Detailed design elements or features. Consistency with design standards. Plan and profile view plans. Detailed calculations and notes. First run models.

**90% Draft Final:** Final design elements or features. Final detailed plan and profile view plans. Final calculations and notes. Final run models. Final Special Provisions.

**100% Final Plans:** Complete bid ready design of elements or features. Full consistency with design standards (or road modifications). Complete plan, profile, and section views, as applicable. Thorough and complete engineering calculations and notes. Finished run models.

**Bid Ready:** Complete bid ready design of elements or features. Full consistency with design standards (or road modifications). Complete plan, profile, and section views, as applicable. Thorough and complete engineering calculations and notes. Finished run models. All documentation to be ready to bid.

**Value Engineering/Alternative Analysis:** Study of all (at least two) viable options which satisfies a given project plan or design need. Analysis to include, but not limited to, comparisons of safety, scope, cost, functionality, efficiency, compliance to standards and environmental effects.

**Post Design:** Engineering consultant services during bid and construction.

## ATTACHMENT 'D'

### DESIGN SURVEY

The Consultant shall perform project survey services as detailed below:

#### **A. PROJECT SURVEY CONTROL:**

- The Consultant shall perform a ground survey to establish physical horizontal and vertical survey control monuments throughout the project limits referenced to the City's horizontal and vertical datum as defined in the City's General Engineering Standards, Article 8.
- Survey control monuments shall be:
  - substantial monuments (rebar with aluminum cap, scribed 'x's in concrete, PK nails, etc.)
  - intervisible to the next closest monument(s)
  - not to exceed a linear distance of 500 feet between monuments
  - established in areas not likely to be disturbed during construction
- The horizontal positional tolerance of a survey control monument shall not exceed 0.05 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods, or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is equal to or smaller than the required tolerance.
- It is acceptable to transfer elevations to the project site utilizing GPS equipment, best practices, and procedures, however, the elevations for the network of project survey control monuments shall be established by differential leveling methods.
- Survey control monuments shall meet Third Order Vertical Control requirements. Third Order Vertical Control requires closure of the level loop within  $0.05' \times \sqrt{M}$ , where M is the total length of the level loop segments, in units of miles. A copy of the survey field notes shall be provided to the City with the closure calculation shown.
- These requirements establish the minimum requirements, but dependent upon project scope, may be modified by permission of the City.

#### **B. SURVEY MONUMENT PRESERVATION AND PERPETUATION:**

- When monuments exist within the project limits that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located by the Consultant. The Consultant shall make a diligent search for, and locate monuments lying within the streets, highways, or other rights-of-way, (including any that may have been paved over) and any monuments that are likely to be disturbed by construction lying outside the streets, highways, or other rights-of-way.

- The horizontal positional tolerance of a measured monument shall not exceed 0.06 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is equal to or smaller than the required tolerance.
- Any monuments uncovered or found during the course of construction shall not be disturbed or removed until observed, located, and referenced by the Consultant.
- The monuments and their data shall be shown on the design plans in accordance with the Civil Design Plans Survey Checklist.

**C. TOPOGRAPHIC SURVEY:**

- The Consultant shall perform a full topographic survey of all existing natural and manmade features including, but not limited to:
  - Curb and gutter
  - Median curb
  - Catch basins
  - Scuppers
  - Fences
  - Trees >4” dia., incl. dia. and drip line
  - Mailboxes
  - Public and private irrigation
  - Plants and shrubs
  - Adjacent finished floors
  - Ground elevations at ROW line
  - Centerline, grade breaks, and edges of driveways
  - Grade breaks for topographic features
  - Utilities, including:
    - Blue-stake markings
    - Water system facilities
      - Meters, valves, blow-offs, air release valves, etc.
      - Top of water valve nuts
    - Sewer system facilities
      - Manholes, cleanouts, backwater valves, air Release valves, lift stations, etc.
  - Drainage system facilities
    - Manholes, catch basins, culverts, ditches, swales, channels, drains, etc.
  - Rim elevations of manholes
  - Inverts for:
    - Catch basins
    - Manholes
    - Pipes
  - Utility poles, overhead lines, and guy wires
  - Traffic signal poles
  - Utility boxes
  - Communication boxes, risers, and facilities

- Survey Limits/Intervals:
  - The Consultant shall collect cross-section measurements at 25 feet intervals longitudinally. The Consultant shall collect the following cross-section measurements:
    - pavement crown line, or centerline of road
    - lip of gutter
    - gutter flow line
    - top back of curb for all existing curb and gutter
    - edge of pavement where there is no curb
    - shoulder
    - top, toe and flow line of drainage facilities (ditches/swales/channels)
    - face and back of sidewalk
    - existing ground at 10 feet intervals beyond the edge of pavement or back of curb to the right-of-way line
  - Cross-section measurements shall be collected for side streets and alleys using the specifications to a minimum distance of 200 feet measured from the roadway centerline intersection.
  - Contours shall be generated and shown at 1-foot intervals, unless otherwise specified.
  - Methodologies utilized in acquiring the topographic mapping data (e.g., photogrammetric mapping, LiDAR, GPS, drone, laser scanning, etc.) other than conventional survey methods shall require the approval of the City.

**D. RIGHT-OF-WAY SURVEY:**

- At Preliminary (15%) Design, the Consultant shall prepare a right-of-way strip map with an aerial photograph overlay of the project limits, showing existing property rights for right-of-way, easements, and utilities on State Route 89 between Phippen Trail and Willow Lake Road and to the ROW limits east and west on all named intersecting roadways. The right-of-way strip map is for the purpose of re-establishing missing street centerline or right-of-way monuments, identifying property boundaries to prepare legal descriptions and exhibits for property and right-of-way acquisition, permanent drainage easements, temporary construction or drainage easements, and utility easements, and shall include a list of identified properties and property rights. The Consultant will obtain and supply title reports for the parcels where property acquisition is needed. The right-of-way survey shall be performed under the direction of a Registered Land Surveyor.
- The determination of locations of new monuments and the resultant coordinates shown on the design plans shall only be accomplished through the preparation of a Right-of-way survey.
- The Consultant shall provide legal descriptions and exhibits for the acquisition of new property, right-of-way, permanent drainage easements, temporary construction or drainage easements, and utility easements. The Consultant shall provide right-of-way research and survey services to define

the boundaries of adjacent properties where new right-of-way or easements are anticipated. The scope of work includes, but is not limited to:

- The preparation of six (6) written legal descriptions and exhibits, or as many as needed, for the acquisition of permanent right of way. If more than six legal descriptions are necessary for right of way acquisition, the cost for such additional services will be paid from the allowance included in the Contract Price.
  - The preparation of six (6) written legal descriptions and exhibits, or as many as needed for permanent drainage easements. If more than six legal descriptions are necessary for drainage easements, the cost for such additional services will be paid from the allowance included in the Contract Price.
  - The preparation of written legal descriptions and exhibits, as needed, for temporary construction easements. The cost for such services will be paid from the allowance included in the Contract Price.
  - The preparation of written legal descriptions and exhibits, as needed, for utility easements.
- The Consultant shall submit final right-of-way documents to the CITY at 60% plan submittal. These documents shall include legal descriptions and exhibits, closure reports, right-of-way strip maps, and 60% design plans for all acquisitions and easements.

**E. POST CONSTRUCTION RESULTS OF SURVEY:**

- Upon completion of construction of the project, Consultant shall verify existing monuments (protected in-place) and any new monuments installed by the contractor. The monument shall be punched and stamped by the Consultant according to Arizona Boundary Survey Minimum Standards. The horizontal positional tolerance of a measured monument shall not exceed 0.06 feet at the 95% confidence level. Positional tolerance is the computed horizontal ground distances between different datasets for the same point by multiple observations, either by GPS, conventional methods or a combination of both. Positional tolerance reported at the 95% confidence level means that 95% of the positions in the dataset will have an error with respect to the horizontal ground position that is equal to or smaller than the required tolerance. The computed inverse between the coordinates of the constructed monument and the coordinates shown in the design plans shall not exceed 0.12 feet. Any existing monuments (protected in-place) found to have been disturbed during construction, or any constructed monuments lying outside of the positional tolerance, shall be reconstructed.
- Consultant shall provide to the City a sealed, Post-Construction Results of Survey drawing referenced to the City of Prescott Coordinate System. Notwithstanding any requirements set forth in the current published version of the Arizona Boundary Survey Minimum Standards or Arizona Revised Statutes, the survey shall include, at a minimum, the following information:
- Ties to at least two section corner monuments observed at the time of the survey for each section within which the project is located

- Depiction of the monuments on a small-scale “vicinity-type” map
  - City of Prescott coordinates (horizontal) for each monument
  - Detailed description of the found, set, re-established or replacement monuments including material type and size, cap or washer type and size, depth, or height of monument in relation to adjacent grade, and all markings on the monument
- The Results of Survey shall be recorded with the Yavapai County Recorder, if applicable.

**F. CIVIL DESIGN PLANS SURVEY CHECKLIST:**

The Civil Design Plans Survey Checklist shall be used by the Consultant as a guide to ensure that all of the basic survey related elements are included in the design plans. Any design plans that do not include the basic elements included on the checklist may be returned for revision and re-submittal.

**G. LEGAL DESCRIPTION AND EXHIBIT MAPS CHECKLIST:**

The Legal Descriptions and Exhibit Maps Checklist shall be used by the Consultant as a guide to ensure that all of the basic elements are included in the legal descriptions and exhibits. Any legal descriptions and exhibits that do not include the basic elements included on the checklist may be returned for revision and re-submittal.

**H. POINT LISTING:**

A text file shall be provided to the City containing the coordinate data for all street and property corner monuments found and/or set during the project survey. The text file shall be in .csv (comma separated values) format and the data shall be provided in Point, Northing, Easting, Elevation, Description (PNEZD) format. The coordinates shall be referenced to the City of Prescott Coordinate System.