



**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR
FY2022/2023 THROUGH FY 2025/2026
PROFESSIONAL CONSULTANTS SELECTION LIST:
ON-CALL ENGINEERING AND SURVEYING SERVICES**

City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **CE 22-01**

Solicitation Title: **FY2022/2023 through FY 2025/2026
Professional Consultants Selection List:
On-Call Engineering Services**

Release Date: **May 26, 2022**

Advertisement Dates: **June 3, 2022 and June 10, 2022**

Final Date for Inquiries: **June 16, 2022**

SOQ Deadline: **June 28, 2022 by 2:00 p.m.** (local time,
Phoenix, Arizona)

Oral Interviews (if necessary): **July 13, 2022**

Target City Council Award Date: **August 23, 2022**

City Representative: **Chris Hamilton, PE**
City Engineer
9555 West Van Buren Street
Tolleson, Arizona 85353
Phone: 623/471-8628

* In the event that a Vendor cannot be selected based solely on SOQs submitted, Oral Interviews may be conducted at the city's sole discretion.

** The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

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----- PART A -----

I. INTRODUCTION

The City of Tolleson, Arizona (the “City”) is seeking qualified professionals to be considered for a Professional Consultants Selection List for on-call engineering services during the 2022/2023 through 2025/2026 Fiscal Years. The selected firms/individuals shall be knowledgeable in all areas of civil engineering. Work could include grading, drainage, paving, signing, striping and signalization, plan review services and land surveying. Extensive knowledge of the Maricopa Association of Governments Uniform Standard Specifications and Standard Details is necessary. Qualifications shall be submitted in the form of a Statement of Qualifications (SOQ).

The Statement of Qualifications process will establish the terms and conditions governing the selection of firms/individuals to provide engineering and surveying services. All statements shall be in the specified format in the Submittal Requirements section below.

II. BACKGROUND

The City has determined that a need exists to supplement its engineering capabilities. Examples of projects expected to begin construction within the next three years include street construction, drainage, water and sewer improvements, and traffic signing, striping and signalization upgrades; and land surveying services.

It is the intent of the City to establish a list of qualified engineering providers. The list will contain a maximum of five providers. The maximum of five (5) contracts that may be issued under this procurement shall be for Fiscal Years 2022/2023 through 2025/2026.

For larger individual projects, the City of Tolleson will continue to select engineers and surveyors using separate qualification-based selection procedures.

III. SELECTION OF QUALIFIED CONSULTANTS

Consultants will be selected for inclusion on the Qualified Consultants List (QCL) in accordance with the Request for Statement of Qualifications (RFQ). Recommendations for inclusion on the QCL shall be made by the City’s Selection Committee.

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The City of Tolleson (City) may award an On-Call Professional Service Agreement (Agreement) to a maximum of five (5) Consultant Teams to be placed on the City of Tolleson's QCL for Professional Engineering Services. Up to five (5) Consultants Teams may be offered an Agreement for an initial term of one (1) year, renewable for up to two (2) consecutive one-year periods at the discretion of the City. If the City decides to continue to receive professional services from a Consultant under the Agreement, the City will issue a professional services agreement amendment extending the term. If the City, at its sole discretion, decides not to renew, the City will issue a letter of notification of intent not to renew, which will terminate the Agreement accordingly.

Consultants under contract will be selected to provide professional services based on the City's needs within the contracted period. The City shall issue a Purchase Order or Authorization for Services as required. No single Purchase Order or Authorization for Services will exceed \$150,000. No Prime Consultant will be awarded more than \$150,000 per contract year in aggregate value of Purchase Orders or Authorization for Services.

Consultants should anticipate an annual performance review, and, based on the Consultant's performance, the City may determine whether or not to offer an extension of the Agreement. The City may, at its sole discretion, terminate a Purchase Order or Authorization for Services or an Agreement if the City deems such action to be in its best interest.

IV. SUBMITTAL REQUIREMENTS

1. **INSTRUCTION FOR SUBMITTAL:** One (1) Electronic Submittal of the SOQ is required by the City of Tolleson and shall be submitted using the City of Tolleson Drop Box Submittal Protocol as outlined below. Email DevelopmentServices@Tolleson.AZ.GOV to request a secure drop box folder. Each drop box submittal must contain all required documents and must be uploaded prior to the posted deadline. It is recommended that Consultants request the drop box folder within a reasonable amount of time prior to the deadline. Submittals must be labeled: "CITY OF TOLLESON ON-CALL ENGINEERING SERVICES"

The Consultant's name and address shall be included on the cover sheet of the submittal at the time of uploading the documents entirely.

2. **REJECTION OF SUBMITTAL:** The City of Tolleson reserves the rights to reject any and all SOQ and/or waive irregularity or informality in any such SOQ, at its sole discretion, to the extent permitted by law. The City of Tolleson further reserves the right to consider all Respondents submitting an SOQ to maintain interest up to 100 days of the submittal, and to hold all SOQ, including the interest, commitments and availability indicated in the cover letter.

JOINT-VENTURES WILL NOT BE CONSIDERED.

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3. WITHDRAWAL OR CHANGE OF SUBMITTAL: A SOQ may be withdrawn by written notice, on the Consultant's letterhead stationery, received by the Engineering Department, City of Tolleson, at any time before the exact time and date specified for submittals. A submittal may be withdrawn in person by any Consultant or its authorized representative if, before the exact time set for submittal of the SOQ, the identity of the person requesting withdrawal is established and that person signs a receipt for the submittal. A withdrawn SOQ may be resubmitted and/or replaced at any time prior to the submittal time and date as specified in the RFQ.
4. NO CONSTITUTION OF OBLIGATION: This RFQ does not obligate the City of Tolleson to any cost incurred in the preparation of and the submission of the SOQ nor to enter into an agreement with any of the submitting firms or Consultants. All submittals become property of the City of Tolleson, will not be returned and are subject to Public Records requests pursuant to Arizona law.
5. RIGHT TO REVIEW AND EVALUATE PERFORMANCE: Within forty-five (45) days after every project completion or as the City deems necessary, the City reserves the right to evaluate Consultant's performance, and provide a copy of the evaluation report to the Consultant. The Consultant shall then have ten (10) days to respond in writing to the evaluation. The evaluation factor under "Past Performance" in future selections for Consultants on City work that the Consultant may wish to participate.
6. INSTRUCTIONS, FORMAT AND EVALUATION CRITERIA FOR STATEMENT OF QUALIFICATIONS: There is a twelve (12) page limitation (excluding items as set forth below). The submittal package shall include the following pages in the order set out directly below with all pages, including resumes, subject to the formatting requirements outlined below:
 - A cover letter not to exceed one (1) page in length.
 - A narrative responding to the evaluation criteria (SECTION II. EVALUATION CRITERIA below) not to exceed eleven (11) pages in length.
 - Resumes (unlimited number of resumes, each resume not to exceed one (1) page in length; resumes do not count in the twelve (12) page limitation indicated above).
 - EXHIBIT "A" PRIME CONSULTANT INFORMATION SHEET (not to exceed one (1) page and does not count in the twelve (12) page limitation indicated above).
 - EXHIBIT "B" REFERENCES – PRIME CONSULTANT/SUB- CONSULTANT THREE-YEAR CONTRACT HISTORY (unlimited number of pages and does not count in the twelve (12) page limitation indicated above.)
7. FORMATTING REQUIREMENTS:

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- The outside of the front and back covers may be used to identify the SOQ, to display the consultant's company logo and/or address and contact information, and may contain images.
- The inside of the front and back cover shall be left blank and shall be one (1) solid color only. It is the intent that these covers not be used as part of the information provided in the SOQ.
- Do not include a Table of Contents or other pages or EXHIBITS not indicated above.
- If dividers are used, they shall be left blank except for text identifying the title or they will be counted as pages. No images or company identifying information will be permitted in divider pages.
- ***Fold out pages are not allowable.***
- A page shall be defined as an 8½ x 11 inch sheet, printed on one (1) side only.
- Type font shall be "New Times Roman" or "Arial", minimum font size 12 (uncondensed), single line spacing, and comply with the original software specifications regarding letter and line spaces. This includes the introductory letter, the narrative response to the evaluation criteria, text that is provided which is outlined or boxed, and the resumes. The ONLY exceptions to the type size requirements are Consultant name/logo, graphs, charts, maps, and image/photo captions. The font and font size requirement does not apply to the EXHIBITS as provided herein.
- Margins for all pages within the SOQ submittal (this includes the cover letter, narrative response to evaluation criteria, resumes and EXHIBITS) shall be one inch or greater on all pages of the submitted SOQ, this includes pages with text, graphs, images or the use of outlines or boxes.
- Headers and footers are allowed but shall only contain page numbers, Consultant's name/logo, and the title of the SOQ. Headers and Footers shall fall within a one (1) inch or greater area as measured from the outside edge of each sheet, and shall have a minimum of ½" clearance from the bottom and top of the edge of each page. In no case shall text (except for page number), images (except for the Consultant's logo), graphs, charts, maps or other items listed and not listed in the RFQ be allowed in the format of headers and footers.

Submittals exceeding the page limitations or failing to follow the format instructions outlined herein above may be considered non-responsive, and may be rejected at the sole discretion of the City, and the Consultant will be notified in writing of the reasons for rejection.

8. SECTION CONTENT: The following describes more specifically the content of each section.

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8-1. SECTION I – COVER LETTER (Maximum of **one** (1) page)

The cover letter shall be addressed to:

Chris Hamilton, PE
City Engineer
City of Tolleson
9555 West Van Buren Street
Tolleson, AZ 85353

The cover letter shall contain the following items:

- An expression of the Consultant’s interest in being selected for the On-Call Professional Engineering and Surveying Services, possession of adequate, dedicated and responsible resources (personnel) and commitment to providing such services if deemed qualified and/or selected to be listed on the On-Call Professional Engineering Services QCL for a minimum of 100 days from the date of submission of the SOQ.
- A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet the City’s quality and schedule expectations.
- A summary of the key points regarding the Prime Consultant’s qualifications and those of the Consultant Team.

8.2 SECTION II – EVALUATION CRITERIA (Maximum of **eleven** (11) pages)

A. CONSULTANT TEAM

- Qualifications and relevant technical experience
- Unique qualifications of key members
- Organizational chart including significant Sub-Consultants (if applicable)
- Distance of Prime Consultant’s office from the City of Tolleson municipal Complex
- Knowledge of design and construction considerations specific to the City of Tolleson

B. FIRM’S CAPABILITIES

- Experience in Engineering Services and Land Surveying or similar/related projects
- Management and organizational capabilities
- Quality and cost control procedures/policies
- Accountability of firm to avoid change orders

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C. PAST PERFORMANCE

- Technical Performance (quality of product/service)
- Cost Control
- Timeliness
- Business Relations (professionalism, focus on satisfaction, approach to change proposals and resolution or avoidance of disputes)
- Quality Assurance or Quality Compliance measures the Consultant provides for all of its projects
- References

The City of Tolleson reserves the right to contact those references shown on Exhibits B & C regarding evaluation of past performance.

8.3 SECTION III – RESUMES

Resumes shall not be more than one (1) page for each for all personnel who will perform the services herein.

8.4 SECTION IV – ATTACHMENTS

The items specified hereunder as EXHIBITS are not considered part of the page count limitation. Additional pages not specified will count toward the limitation.

- PRIME CONSULTANT INFORMATION SHEET (see EXHIBIT “A”) shall be submitted by the Prime Consultant submitting the SOQ.
- PRIME CONSULTANT/SUBCONSULTANT THREE-YEAR CONTRACT HISTORY (see EXHIBIT “B”) shall be submitted by the Prime Consultant and for each subconsultant listed in the Prime Consultant’s SOQ.
- PRIME CONSULTANT PERFORMANCE INQUIRY FORM (see EXHIBIT “C”) shall be submitted for the Prime Consultant submitting the SOQ per the following instructions:

Provide the Consultant Performance Inquiry Form (EXHIBIT C) to not less than three (3) references. Those references are to e-mailed using the form directly to the City of Tolleson: email to Tiffany.Rivas@tolleson.az.gov all attention Tiffany Rivas. These forms must be received on/or before the Due Date of Tuesday, June 28, 2022 at 2:00 p.m., local time. Do not use the City of Tolleson or Tolleson staff or City projects for references. The Consultant responding to this RFQ is responsible for the timely receipt of completed

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Consultant Performance Inquiry forms by the City. Tiffany Rivas may be contacted at (623) 936-2714 or Tiffany.Rivas@tolleson.az.gov to verify receipt of Consultant Performance Inquiry forms. Do not include EXHIBIT C as part of the SOQ submittal. It must be submitted to the City in confidence by the reference agency/client.

9. **SOQ submittals are due no later than 2:00 P.M. MST, on JUNE 28, 2022.**
10. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the firm/individual shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.
11. Late SOQs. Late SOQs will not be considered. A firm/individual submitting a late SOQ shall be so notified.
12. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a firm/individual (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.
13. Amendment of SOQ. At any time prior to the specified Due Date and Time, a firm/individual (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.
14. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The firm/individual is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.
15. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review in accordance with applicable law.
16. Confidential Information.
 - If a firm/individual believes that a SOQ contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the firm/individual as confidential shall not be disclosed until the City Representative makes a written determination.

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- The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the City Representative determines to disclose the information, the City Representative shall inform the firm/individual in writing of such determination.
17. Licensing and Registration. Prior to the award of the Project, the successful firms/individuals shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for firm/individual Number on file with the City. The firm/individual shall provide licensure information with the SOQ.
18. Certification: By submitting a SOQ, the firm/individual certifies:
- The submission of the SOQ did not involve collusion or other anti-competitive practices.
 - It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.
 - It (including the firm/individual's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff.
 - In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Services Agreement including the Scope of Work and other Exhibits.

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V. SCORING

A Selection Committee will evaluate submittals. Firms/individuals will be evaluated and scored according to the following maximum 100-point system:

1. Consultant Team	30 points
2. Firm's Capabilities	30 points
3. Past Performance	40 points

VI. SELECTION PROCESS

1. The City's Selection Committee will review and score each in accordance with evaluation criteria provided in this RFQ and rank the top five (5) Prime Consultants considered most qualified. These highest ranked Prime Consultants will be placed on the QCL.

The City reserves the right to conduct interviews of submitting Consultants. If interviews are conducted, interviews will be done of a short list of up to five (5) Consultants submitting an SOQ. If interviews are conducted, interview evaluation criteria will be provided to the interviewed firms prior to the interviews.

2. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the firm/individual's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment; provided, however, that no contractual relationship shall be established until the firm/individual has signed, and the City has approved, a Professional Services Agreement between the City in substantially the form included herein.

VII. NON-RESPONSIVE SUBMITTALS

The SOQ format herein shall be followed when expressing interest in On-Call Professional Engineering Services. An SOQ not following the correct format may be considered non-responsive and may be rejected and not be given any further consideration, at the sole discretion of the City.

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VIII. AWARD OF CONTRACT

Upon the final ranking and designation of the final list, the City may proceed to negotiate and enter into an Agreement with up to five of the top five (5) highest ranked Prime Consultants on the QCL with whom the City is able to successfully negotiate terms, conditions and price of an Agreement to the parties mutual satisfaction. The Agreement will incorporate the terms set forth in Section III above. Being on the QCL and subsequently entering into an Agreement with the City does not necessarily guarantee that the City will issue future Purchase Orders or Authorizations for Services to the Prime Consultant/s. As stated in Section III above, Purchase Orders or Authorizations will be issued based upon the City's needs.

IX. PROTESTS

Pursuant to A.R.S. Section 34-604(J), protests related to this RFQ may be filed with the City Clerk pursuant to the procurement protest policy and procedures of the Arizona State Department of Administration.

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EXHIBIT "A"
PRIME CONSULTANT INFORMATION SHEET
(Complete and Return with Your Qualifications Statement)

PROJECT: On-Call Professional Engineering and Surveying Services

FIRM NAME: _____

Address of Primary or Corporate Headquarters	
Name of Principal, Title	
Address of Local Office	
Phone	
Fax	
e-mail	
Discipline / Service	
Name & Title Who will Execute Agreement	
Name & Title Who will Receive Notices (Article 3)	
Address of Primary or Corporate Headquarters	
Name of Contracts Contact Person	
Phone	
Fax	

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EXHIBIT "B"
PRIME CONSULTANT/SUBCONSULTANT THREE-YEAR CONTRACT HISTORY
(Complete and Return with Your Qualifications Statement)

PROJECT: On-Call Professional Engineering and Surveying Services

FIRM NAME: _____

CLIENT	PROJECT NAME OR SERVICES PROVIDED	CONTRACT COMPLETION DATE (if current, so state)		TOTAL FEES PAID	REFERENCE NAME AND TEL/FAX NUMBER
		Start	Complete		

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EXHIBIT “C”
PRIME CONSULTANT PERFORMANCE INQUIRY

PRIME CONSULTANT: Please fill out your name & address and send to Referring Agency/Client.

PRIME CONSULTANT: _____

ADDRESS: _____

The City of Tolleson is considering this Prime Consultant’s application to provide Profession Engineering Services to the City. Please rank the Consultant’s past performance in the categories indicated below using a scale of 1 to 5, with 5 being exceptional. Please e-mail, fax or mail your completed questionnaire to the following on or before Tuesday, June 28, 2022 prior to 2:00 p.m. local time.

E-MAIL: Tiffany.Rivas@tolleson.az.gov
FAX: (623) 907-2629
ATTENTION: Tiffany Rivas

WE SINCERELY APPRECIATE YOUR COOPERATION.

REFERRING AGENCY/CLIENT INFORMATION:

Name of Agency/Client: _____

Survey Completed By: _____ Position: _____

NAME OF THE PROJECT TO WHICH SURVEY REFERS: _____

RATING SCALE(*)

- | | |
|--|---|
| 1 = Most requirements not met | 4 = Met requirements, exceed some (5%): minor problems; effective corrective actions |
| 2 = Some requirements not met, ineffective correction actions | 5 = Met all requirements, exceeded a significant amount/number; no or minor problems’ highly effective corrective actions’ quality results or product; innovative |
| 3 = Met all requirements; minor problems; effective corrective actions | |

Note: *If the consultant met all your requirements, they should get a “3”. They should get a higher score only if they exceeded your requirements and expectations.*

PRIME CONSULTANT REFERENCES QUESTIONNAIRE		Rating(*)
#1	Technical performance (quality of product/service)	
#2	Cost Control	
#3	Timeliness	
#4	Business Relations (professionalism; focus on customer satisfaction, approach to change proposals, dispute resolution)	
TOTAL		

Comments: *(Please include any comments you wish to offer. Respondent may attach one additional sheet if needed.)*

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----- PART C -----

IX. FIRM/INDIVIDUAL INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm/individual certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM/INDIVIDUAL SUBMITTING
PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Small Business Enterprise (SBE)

Has your firm/individual been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

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----- **PART D** -----

X. SAMPLE PROFESSIONAL SERVICES AGREEMENT

**BETWEEN
THE CITY OF TOLLESON
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of _____, 2022, between the City of Tolleson, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, Project # "Project Name" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the "SOQ") from vendors for professional consulting services.

B. The Consultant submitted a SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for _____ (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2022.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed the amount designated in the Purchase Order or Authorization for Services provided to Consultant for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees,

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agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

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arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Consultant’s insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.
- (4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee 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.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this

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Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and

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Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

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14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353
Facsimile: (623) 907-2629
Attn: Crystal Zamora, City Clerk

With copy to: PIERCE COLEMAN.
4711 E. Falcon Dr., Suite 111
Mesa, Arizona 85215
Attn: Justin S. Pierce

If to Consultant: _____

Facsimile: _____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If

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a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's

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failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant’s SOQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF TOLLESON, an Arizona
municipal corporation

Juan F. Rodriguez, Mayor

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2022,
by Juan F. Rodriguez, the Mayor of the CITY OF TOLLESON, an Arizona municipal
corporation, on behalf of the City of Tolleson.

Notary Public in and for the State of Arizona

(affix notary seal here)

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EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(RFQ)

See following pages.

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EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(SOQ)

See following pages.

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EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Scope of Work)

See following pages.

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EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Fee Proposal)

See following pages.