



**CITY OF PHOENIX, ARIZONA
OFFICE OF THE CITY ENGINEER
DESIGN AND CONSTRUCTION PROCUREMENT**

REQUEST FOR QUALIFICATIONS

**ENGINEERING ON-CALL SERVICES
CALENDAR YEARS 2025-2027**

**PROCUREPHX PRODUCT CATEGORY CODE 925000000
RFx 6000001630**

REQUEST FOR QUALIFICATIONS

The City of Phoenix is seeking up to 55 qualified consultants to provide Engineering On-Call Services citywide on an as-needed basis from January 1, 2025 through December 31, 2027. Interested firms may submit on any or all of the services listed.

Firms must specifically identify on the Statement of Qualifications Information Sheet the categories and associated services for which the firm is qualified and interested in providing to the City. Each category will have its own evaluation panel. Firms submitting on multiple categories will be evaluated by a panel for each category. Firms will be selected based on where they score the highest and based on number of firms selected per category but may still provide all the services for which the firm submitted.

At this time the City will not issue a separate solicitation to provide Small Business Enterprise Engineering On-Call Services opportunities.

See Attachment B for Frequently Asked Questions and Responses.

SECTION I – SCOPE OF WORK

The Consultants will be responsible for providing engineering and consulting services to various City departments, including: Aviation, Convention Center, Fire, Housing, Library, Neighborhood Services, Parks and Recreation, Police, Public Transit, Public Works, Street Transportation and Water Services. The scope of work for the on-call projects may include: studies, plan review, programming, special inspections, project or program management, master plans, design, construction document development (plans, specifications, and cost estimates), and construction administration and inspection services. Categories for services are:

Complete Streets (up to 3 firms):

- Complete Streets Planning
 - Multimodal Corridor Studies
 - Urban Design and Placemaking
 - Urban Cooling and Heat Island Mitigation
 - Active Transportation Planning
 - Mobility Studies (Neighborhood-scale plans for safe walking, biking, and transit access)
- Complete Streets Design
 - Streetscape Design
 - Bicycle Boulevard Design
 - Protected Bike Lane Design
 - All Ages and Abilities Bikeway Design
 - Green Infrastructure Design
 - ADA and Universal Design
 - Trails and Greenways
- Impact Analysis
 - Equity
 - Health
 - Climate
 - Systemic Safety
 - Level of Traffic Stress Analysis
- Rapid Implementation / Quick Build Projects

Construction and Project Management (up to 3 firms)

- Cost Estimating

- Project Management Services
- Construction Inspection

Data Sciences (up to 1 firm)

Utilization of data, analytics, and algorithms to provide advanced forecasting and decision-making information related to:

- The design, construction, operations, and maintenance of public infrastructure, systems, and assets;
- Cost information and procurement activities related to the executions of the City's capital improvement program (CIP); and
- Other data collection, research, analysis, and forecasting efforts as needed or requested.

Electrical (up to 2 firms)

- Electrical Engineering
- Lighting/Sports Field Lighting

Energy (up to 2 firms)

- Energy Management – Building and Transportation Facilities
 - Solar
- Electric Vehicle Charging Stations

Fire and Life Safety (up to 1 firm)

- Security Systems Design
- Fire and Life Safety Design

Floodplain Mitigation (up to 2 firms):

- Civil Engineering, Planning, Design and related services for Flood Control and Stormwater Management
- Perform Investigations, Conduct Literature Research and Data Analysis
- Coordinate with Stakeholders for potential Multi-Use Features, including Facilities for Non-Flood Control
- Prepare Data Summary Reports
- Perform Engineering Calculations, Reviews, Analyses, Modeling, Design, Evaluation and Investigation related to Stormwater Resource Analysis, Hydrology Modeling, Hydraulics Modeling, Storm Drain Modeling, and Two-Dimensional Flow Analyses
- Prepare Exhibits and Reports documenting the Hydrologic and Hydraulic Investigations, Analysis and Design
- Evaluate River Mechanics to identify and mitigate issues, supporting selecting the preferred
- Alternative Configuration and Sizing of Sediment-Related Design Components
 - Sediment Basins
 - Bank Protection Toe Down
 - Other Local Scour Elements
- Soil Sampling and Testing
- Modeling of Existing Versus Proposed Conditions and Adverse Impact Analysis.
- Conduct Planning Studies to identify Flooding Characteristics and Risk to Develop Solutions that Mitigate the identified Flood Risk
- Document Study Results, Coordinate Efforts, Make Recommendations, and Develop Initial Concepts of the Solution
- Perform Floodplain Delineations that meet the City's and FEMA's Criteria
- Prepare the Documentation and Exhibit the City and FEMA Requirements for Floodplain Revisions
 - Conditional Letter of Map Revision (CLOMR)

- Letter of Map Revision (LOMR)
- Letter of Map Amendment (LOMA)
- Elevation Certificates
- Coordinate Floodplain Revisions with FEMA, Impacted Communities, and other Stakeholders

General Civil (up to 13 firms):

- Paving, Grading, and Drainage
- Transportation Engineering
- Transportation Planning
- Escalators and Moving Walkways
- Groundwater Hydrology
- Geotechnical
- Civil Engineering and AutoCAD Drafting
- Multimodal / Active Transportation (see Attachment A Resource List)

Green Stormwater (up to 2 firms):

- Green Stormwater Infrastructure (GSI) Project Site Selection
- Green Stormwater Infrastructure Facilities
 - Design GSI facilities approved by the City from the Greater Phoenix Metro Green Infrastructure Handbook
 - Work in City Right-of-Way will reference Street Transportation Department's Latest Design Guidelines and Supplement to MAG Standards for Approved GSI Design Details
- Soil Health and Soil Systems
 - Conduct analyses of existing soil conditions
 - Plan, Design and install Soil Systems that Promote Plant Health and facilitate Stormwater Percolation
- Maintain GSI Facilities
- GSI Post-Installation Services
 - Water Quality Testing
 - Water Quantity Testing
 - Monitoring and Modeling of Water Flows
 - Data collection and Analysis
 - Plant health monitoring and supplemental water requirement evaluation

Landscape Architecture (up to 3 firms):

- Planting and Irrigation Plans
- Parks and Streetscape Design
- Inventory and Salvage Plans
- Site Analysis

Mechanical / Plumbing (up to 2 firms):

- Mechanical Engineering
- Elevators
- Plumbing
- HVAC

Public Information (up to 2 firms):

- Public Information and Outreach (PIO)

Structural (up to 3 firms):

- Structural Engineering – Bridges
- Structural Engineering – Building Facilities

- Structural Engineering – Water / Wastewater Facility Infrastructure

Survey (up to 2 firms):

- Construction Staking
- Property Boundary Surveys
- ALTA Surveys

Traffic Engineering (up to 3 firms):

- Traffic Control Device Design (Traffic Signal Plans, Signing and Striping Plans)
- Traffic Signal Optimization Projects (Signal Corridor studies and Re-timing)
- Traffic Investigations / Studies / Reports, Special Events, Warrant Analysis, Crash Analysis, etc.)
- Parking Studies/Analysis

Water / Wastewater (up to 11 firms):

- Water – Treatment and Distribution Systems
- Wastewater – Collection and Treatment Systems
- Instrumentation and Controls Integration / SCADA / Control Systems
- Electrical for Water / Wastewater Facilities
- Energy Management for Water / Wastewater Facilities
- Water / Wastewater Facility Construction and Rehabilitation Cost Estimation (Generic or Specific)
- Monitoring and Modeling of Water / Wastewater Flows (Individual Site to Regional Levels)
- Water Supply Options, Costs, and Risk Analysis
- Water Meter Technology, Data Collection, and Billing (including Smart Meters)
- Economic / Financial Analysis Associated with Water / Wastewater Services (Including impact Fees)
- Water Customer Auditing, Demand Profiles and Characteristics
- 33 USC 408 Permit Services, Permitting for USACE Civil Work Project Areas

Use of UNIFIER, an Application Service Provider (ASP) web-based project management database, may be required. The following information provides a guideline for utilization. Any questions related to the requirements of UNIFIER should be directed to the Project Manager.

- The Consultant will be required to maintain all project records in electronic format.
- The City provides an ASP web-based project management database which the Consultant will be required to utilize in the fulfillment of the contract requirements.
- The Consultant shall provide a computerized networked office platform with broadband internet connectivity.
- UNIFIER training will be provided through the City of Phoenix to firms under contract.

SECTION II - PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at 1:00 p.m., Phoenix time on Monday, July 8, 2024, at 251 W. Washington Street, City Hall, Tenth Floor Coronado Training Room. At this meeting, City staff will discuss the scope of work, general project requirements, and respond to questions from the attendees. It is strongly recommended that interested firms attend the pre-submittal meeting. Inquiries regarding the project scope outside of this pre-submittal meeting must be directed to the Contracts Specialist.

SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Firms will be selected through a qualifications-based selection process based on the criteria below. Sub-criteria are listed in order of importance in relation to project services. City of Phoenix project experience is not required.

A. Experience of the Firm (maximum 300 points)

Describe the experience and qualifications of the prime firm in providing similar services. Identify at least two projects the submitting firm has completed within the last three years. Projects should be complete. For each project listed, provide:

1. Description of the project including scope and project owner
2. Role of the firm and explain how this relates to the services being solicited
3. Project's original contract/task value, final contract/task value, and reason for any variance
4. Project's start date and completion date and reason for any variance

B. Experience of the Key Personnel (maximum 300 points)

Describe the experience and qualifications of the key personnel expected to be assigned in providing these services for similar projects. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role in the last three years. Projects should be complete. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. **Identify the category(ies) for which each project applies.**

1. Description of the project including scope and project owner
2. Role of the team or team member and explain how this relates to the services being solicited
3. Project's original contract/task value, final contract/task value, and reason for any variance
4. Project's start date and completion date and reason for any variance

C. Project Management and Responsiveness (maximum 250 points)

As part of our selection process, the City has the responsibility of considering the possibility of the firm receiving multiple task assignments under this contract overlapping the same time period, in addition to any other on-going work the firm may have.

Provide how your firm will approach:

1. Managing multiple task assignments under the On-Call contract
2. Providing expedited services on requests for proposals and deliverables
3. Providing quick response times to inquiries
4. Prioritizing staffing in relation to importance of assigned projects and schedule requirements

D. Staffing Information for Key Personnel (maximum 150 points)

Provide the following:

1. Team's availability and commitment to the contract
2. Team's plan to maintain continuity of the proposed services
3. Organization chart showing key personnel, current professional licenses or certifications, and assigned roles for services for the contract.
4. Identify the location of the lead firm's principal office and the home office location of key staff on this contract.

SECTION IV - SUBMITTAL REQUIREMENTS

New Electronic Submittal Process: Firms interested in this project must submit a Statement of Qualifications (SOQ) electronically via email to the Design and Construction Procurement Engineering On-Call email box at str.dcpengoc@phoenix.gov.

Submittal requirements are as follows:

- Vendor Information:** All firms must be registered in the City's Vendor Management System prior to submitting a proposal. For new firms, the City will send an email to your firm with a vendor number within two business days of submitting the request. The vendor number should be included on the cover of the SOQ. Information on how to register with the City is available at:

<https://www.phoenix.gov/financesite/Pages/EProc-help.aspx>

If your firm is already registered with the City of Phoenix's ProcurePHX system, please visit <https://eprocedurement.phoenix.gov/irj/portal> to login and access the electronic solicitation.

- The product category code for this RFQ is 925000000 and the RFX number is 6000001630.**

Submittals:

- Submittals must be **emailed** to the DCP Engineering On-Call email box by the submittal due date and time.
- Submit only one SOQ electronically, in .PDF format only, addressing all evaluation criteria. No hard copies will be accepted.
- Clearly display the firm name, vendor number and project title on the cover of the SOQ. There is no project number for this solicitation.
- A maximum of **8 pages** is permitted to address **Criteria B, C and D** in the SOQ submittal. Unused pages for Criteria B, C, and D cannot be used towards any category in Criterion A.
- A maximum of **3 pages** is permitted per category to address **Criterion A** in the SOQ submittal. **(Maximum page limit includes evaluation criteria and all additional content. It does not include information sheet.)**
- Submit electronically the Statement of Qualifications by **12:00 noon, Phoenix time, on Friday, July 19, 2024.**
- Submit one complete version of the SOQ addressing all the criteria. Submittal format is .PDF.
- Page size must meet requirements of 8½" x 11".
- Font size must not be less than 10 point.
- Content count:
 - ✓ Each side of a page containing evaluation criteria and additional content will be counted toward the maximum page limit noted above.
 - ✓ Pages that have project photos, charts and/or graphs will be counted towards the maximum page limit noted above.
 - ✓ Front and back covers, Information Sheet, Table of Contents pages, and divider (tab) pages **will NOT** be counted toward the maximum page limit noted above, unless they include evaluation criteria and additional content that could be considered by the selection panel.

- Information Sheet:** Provide an information sheet that includes project title, RFX number, **full legal firm name (not a trade name)**, address, phone number, vendor number, and the name, title, email address and signature of your contact person for the project. Do not include any additional information.

- ☑ **Evaluation Criteria:** Address the SOQ evaluation criteria.
- ☑ **Additional Content:** Resumes and other information may be included (*content shall be included within the permitted maximum page limit*).

Note: All pages exceeding the specified maximum page limit will be removed from the submittal and not considered in evaluating a submitted SOQ.

SECTION V – GROUNDS FOR DISQUALIFICATION

The following **will be grounds for disqualification**, and will be strictly enforced:

- Submitting the SOQ electronically via email to the DCP Engineering On-Call email box after the submittal due date and time.
- Violating the “Contact with City Employees” policy contained in this RFQ.

SECTION VI - SELECTION PROCESS AND SCHEDULE

Up to **55 firms** will be selected through a qualifications-based selection process. Interested firms will submit a SOQ. The firms will be selected through a qualifications-based selection process. A selection panel will evaluate each SOQ per the criteria set forth in Section IV above. There will be evaluation panels for each category listed above.

The City will select firms based on the SOQs received; no formal interviews will be conducted. The City may conduct a due diligence review on the firms receiving the highest evaluation.

The City will enter into negotiations with the selected firms and execute a contract upon completion of negotiation of fees, contract terms, and City Council approval.

The following tentative schedule has been prepared for this project:

Pre-submittal meeting	July 8, 2024
SOQs due	July 19, 2024
Selection Notification	Late August
On-Call Kick-Off Workshop	January 2025
Contracts Effective	January 1, 2025

If the City is unsuccessful in negotiating a contract with the best-qualified firms, the City may then negotiate with the next most qualified firm until a contract is executed, or the City may decide to terminate the selection process. Once a contract is executed with the successful firm, the procurement is complete.

All submitting firms will be notified of selection outcome for this project. The status of a selection on this project will be posted on the City of Phoenix’s “Tabulations, Awards, and Recommendations” website:

<http://solicitations.phoenix.gov/awards>

The selected Consultant should expect to comply with the Arizona State Statutes Title 34 and City of Phoenix Design and Construction Procurement’s contract provisions.

SECTION VII – GENERAL INFORMATION

Citywide Capital Improvement Projects. Consulting and contractor services supporting the City’s Capital Improvement Projects are procured under the authority of the City Engineer, currently located within the Street Transportation Department. Design and Construction

Procurement coordinates the citywide consulting and construction contracting procurement processes.

Changes to Request for Qualifications. *Any changes to this Request for Qualifications (RFQ) will be in the form of a Notification.* The City of Phoenix shall not be held responsible for any oral instructions. Notifications are available on both the Current Opportunities and ProcurePHX webpage.

It shall be the responsibility of the registered RFQ holder to determine, prior to the submittal of the Statement of Qualifications, if a Notification has been issued. Registered RFQ holders may refer to the web page or call the Contracts Specialist (listed below) to ascertain if a Notification has been issued for this project.

Alternate Format. For more information or a copy of this publication in an alternate format, contact the Contracts Specialist (listed below) - Voice or TTY 711. Requests will only be honored if made within the first week of the advertising period.

Release of Project Information/Public Records Request. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City. To submit a Public Records Request, visit phoenix.gov/prr.

City Rights. The City of Phoenix reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Contact with City Employees. This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.**

Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys (collectively the Proposer), will refrain from any direct or indirect contact with any person (other than the designated Contract Specialist) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the RFQ solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to this RFQ solicitation with City staff.

Commencing on the date and time a solicitation is published, potential or actual proposers (including their representatives) will only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under the Arizona Revised Statutes, until the resulting contract(s) are awarded or all offers or responses are rejected and the solicitation is cancelled without any announcement by the procurement officer of the City's intent to reissue the same or a similar solicitation.

Proposers may discuss their proposal or the RFQ solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Contract Specialist (listed below), conducted in person at 200 W. Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The

posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

Conflict of Interest. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waves any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

Protest Procedures. Firms responding to disqualification or a procurement outcome are referred to the Code of the City of Phoenix Chapter 2, Article XII, Section 2-187 to 2-190.4, which governs protest procedures utilized throughout the selection process. The procedures may be reviewed through the City of Phoenix website at:

<http://www.codepublishing.com/az/phoenix/>

A copy of the Protest Policy is also available online at:

<https://www.phoenix.gov/streets/procurement-opportunities>

Questions - Questions pertaining to this selection process or contract issues should be directed to the Contracts Specialist, Tom Carroll at (602) 534-1423 or email tom.carroll@phoenix.gov.

ATTACHMENT A
MULTIMODAL / ACTIVE TRANSPORTATION CONSULTANT RESOURCE LIST

Purpose

This Resource List contains information recommended by City of Phoenix Street Transportation Department and is a compendium of manuals, guides, recorded webinars, research studies, and websites intended to improve consultants' overall knowledge of the topics, focusing on multimodal and active transportation planning and facilities.

<u>Resource/Category</u>	<u>Source/Author</u>	<u>Resource Type</u>
Active Transportation/Planning		
Pursuing Equity in Pedestrian and Bicycle Planning	FHWA	webinar
Achieving Multimodal Networks tooledesign.com/project/fhwa-guide-for-achieving-multimodal-networks/	FHWA	research study
Achieving Multimodal Networks https://tooledesign.com/project/fhwa-guide-for-achieving-multimodal-networks/	FHWA	website/manual
City of Portland Neighborhood Greenways (Portlandoregon.gov/transportation/50518), "What is a Neighborhood Greenway?"	City of Portland, OR	website/video
Bicycle facilities/design		
Protected Bike Lane Series: Intersections and Protected Lanes	APBP	webinar
Protected Bike Lane Series: Accessibility and Protected Lanes	APBP	webinar
Bikeway Design 201: Don't Give Up at the Intersection	NACTO	webinar
They Didn't Give Up at the Intersection	NACTO	webinar
Incorporating Bicycle Networks into Resurfacing Projects	FHWA	webinar
Advisory Bike Lanes In North America https://altaplanning.com/wp-content/uploads/Advisory-Bike-Lanes-In-North-America_Alta-Planning-Design-White-Paper.pdf	Alta Planning	research study
Bicycle Facilities and the Manual on Uniform Traffic Control Devices	FHWA	manual
Urban Bikeway Design Guide	NACTO	manual/guide
Bikeway Selection Guide	FHWA	research study
Defining Connected Bike Networks	FHWA PBIC	manual
CROW Design Manual for Bicycle Traffic (https://crowplatform.com/#downloads)	CROW (Netherlands)	manual
City of Tucson Bicycle Boulevards (tucsonaz.gov/projects/bicycle-boulevards)	City of Tucson	website

Intersections

Bikeway Design 201: Don't Give Up at the Intersection	NACTO	webinar
Improving Intersection Safety for All Road Users	FHWA	webinar (slides)

Pedestrian facilities/design

Accessible Shared Streets: Notable Practices and Considerations for Accommodating Pedestrians with Vision Disabilities	FHWA	manual
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Planning/Design Manuals

Introduction to NACTO's Urban Street Design Guide	NACTO	webinar
Urban Street Design Guide	NACTO	manual
Urban Bikeway Design Guide	NACTO	manual
Transit Street Design Guide	NACTO	manual
Designing for All Ages and Abilities	NACTO	manual

Roundabouts

Designing Multimodal Roundabouts: Making Them Safe and Efficient for All	TRB	research study
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Safety/speed

Improving Intersection Safety for All Road Users	FHWA	webinar
Speed Management on Silent Streets: Tools & Tactics for Reducing Speeds	NACTO	webinar

Street/roadway design

Urban Street Design Guide	NACTO	manual/guide
Small Town & Rural Design Guide (ruraldesignguide.com)	FHWA	research study
NCHRP Report 855 A New Functional Classification System to Aid Contextual Design	TRB	research study
NCHRP 15-52 Development of a Context Sensitive Functional Classification System for More Flexibility in Geometric Design	TRB	webinar (slides)

Miscellaneous

Streetmix.net		design tool
NCHRP 15-52 Development of a Context Sensitive Functional Classification System for More Flexibility in Geometric Design	TRB	research study

ATTACHMENT B FREQUENTLY ASKED QUESTIONS AND RESPONSES

QUESTIONS AND ANSWERS:

1. Firm experience specifies projects should be those completed in the past three years. For prior on-call proposal submittals, current projects that were substantially complete were permitted. Will substantially complete projects be allowed for this submittal?

Answer: No. Projects should be complete.

2. In the past, a firm was selected for one specific category, but our understanding was that placement on the on-call permitted the firm to be used for other services. Will this be the case for this new on-call? If so, would those additional services be limited only to categories for which qualifications were submitted?

Answer: Yes. Firms will be selected for a specific category but may be utilized for all services listed in the SOQ.

3. Are hyperlinks or QR codes allowed in the submittal for RFX6000001630 Engineering On-Call Services?

Answer: No.

4. Is there a specific margin size that should be adhered to?

Answer: No, but should be a normal page format.

5. Would a contractor's participation in any project as a consultant under this procurement exclude that contractor from actually implementing the project? For example, if an energy management/solar consultant helps scope and design a solar project, can that consultant also bid to build the project?

Answer: Possibly, if the entities are independent subsidiaries of a company.

6. Regarding the Energy Management category, can the City provide any examples of previous projects executed under this category, and/or example projects that may come up under this category going forward?

Answer:

1. Citywide Charging Station Infrastructure
2. Solar Covered Parking Shade Structures

We have had very limited projects under this category.

7. Will the total anticipated project funding be in place from the start, or will it be dependent on the annual fiscal cycle?

Answer: The City operates on fiscal year July 1 to June 30. Project funding will be available in the fiscal year the project NTP is issued.

8. Are the not to exceed contract dollar amounts for each project or overall, for each consultant?

Answer: The Master On-Call agreement has a \$1.5M capacity. Projects under this contract are not to exceed \$300k.

9. Does the page limit outlined in Section IV – Submittal Requirements apply to each category of services or does the page limit apply to the entire submittal regardless of the number of categories included?

Answer: A total of eight pages is allowed to respond to Evaluation Criteria B, C, and D. An additional three pages is allowed per category/service the consultant identifies as being able to provide, according to the list in the Request for Qualifications. Example: Firm is submitting for three categories, that would be nine pages for Criteria A in addition to the eight pages for Criteria B, C, and D.

10. Is the City planning on posting a draft contract agreement for this bid?

Answer: See Attachment C.

11. Will a firm be awarded more than one spot on the on-call (IE: firm offers Civil and Landscape)?

Answer: No. Firms will be awarded one contract based on the category the firm was selected but will be able to provide to the City all services identified on the Information Sheet.

12. Do we need reference forms?

Answer: No.

13. Do projects or staff experience that have the City of Phoenix as a client have a greater value than projects or experiences in other municipalities? (IE: more points are given for City of Phoenix projects vs. outside the City)

Answer: No, City of Phoenix experience is not required and is not weighted in review. The SOQs will be evaluated based on similar experience of services requested.

14. Is there going to be a different review panel for each category?

Answer: Yes.

15. Are we allowed to use the City's logo and our firm logo?

Answer: Do not use City of Phoenix logo. Firm's may use their own logo.

16. Is SOQ reviewed by the panel in print or electronic? In color or black and white?

Answer: The panel will receive the SOQs as they are submitted to the City.

17. Our firm is planning on submitting on four different categories. Do these sections get separated out for the selection panel to see only their section, or do they get our entire submittal?

Answer: Each panel will receive the complete SOQ but will only review Criteria B, C, and D and the category applicable to the panel for Criteria A.

**ATTACHMENT C
DRAFT CONTRACT**



**ENGINEERING/CONSULTING
ON-CALL SERVICES
CALENDAR YEARS 2025-2027**

AGREEMENT #

DRAFT

TABLE OF CONTENTS

RECITALS.....	3
SECTION 1 – PROJECT DESCRIPTION	3
SECTION 2 – PERIOD OF SERVICE	3
SECTION 3 – COMPENSATION AND PAYMENTS	4
SECTION 4 – CITY’S RESPONSIBILITY.....	5
SECTION 5 – CONSULTANT’S RESPONSIBILITIES	5
SECTION 6 – DEFINITIONS.....	7
SECTION 7 – GENERAL CONDITIONS.....	8
EXHIBIT A – INSURANCE AND INDEMNIFICATION REQUIREMENTS.....	27
EXHIBIT B – BACKGROUND SCREENING	27
EXHIBIT C – TRAVEL REIMBURSEMENT PROCEDURE.....	49
EXHIBIT D – DEPARTMENT SPECIFIC REQUIREMENTS.....	14
EXHIBIT E – SBE/DBE REQUIREMENTS.....	15
EXHIBIT F – SUPPLEMENTAL TERMS AND CONDITIONS.....	16
EXHIBIT G - SCOPE OF SERVICES REQUIREMENTS AND STANDARDS.....	17
ATTACHMENT 1 - BILLABLE RATES.....	18
ATTACHMENT 2 - INSURANCE CERTIFICATES.....	19

THIS ON-CALL MASTER AGREEMENT is entered into by the City of Phoenix, an Arizona municipal corporation (“City”), and [entity name], a/an [state where formed] [entity type (Corp., LLC, etc.)] (“Consultant”), effective on _____ (“Effective Date”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. The City Manager of the City of Phoenix, Arizona, is authorized and empowered by provisions of the City Charter and Code to execute Agreements for professional services.
- B. The City proposes to retain the Consultant for (insert very general description) consulting services for various City departments on an as-needed on-call basis.
- C. The City requires professional services for various City projects and desires to contract with the Consultant to provide these services.
- D. On _____, 2024, the Phoenix City Council passed Ordinance S-_____, authorizing City to enter into this Master Agreement.

AGREEMENT

In consideration of the foregoing Recitals incorporated by this reference, and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION 1 – PROJECT DESCRIPTION

- 1.1 The City’s authorized contracting office will be the Office of the City Engineer. Requests for services will be issued in the form of a written Notice to Proceed document initiated by the Design and Construction Procurement Contracts Specialist, and will include a description of the Project, detailed scope of services, project schedule, and the approved fee. **The Consultant must receive notification from Design and Construction Procurement prior to negotiating fees and commencement of services on project assignments under this Master Agreement.** Work will be performed within the metropolitan Phoenix area.
- 1.2 The Consultant, under the general supervision of the City Engineer of the City of Phoenix, will perform the following services as may be requested: **site investigations; studies; design services which includes preparation of plans, specifications and cost estimates; field survey; site planning; construction administration and inspection; project management; and other engineering/consulting related services.**
- 1.3 General scope requirements and standards related to Engineering On-Call Services are more fully described in Exhibit G – General Scope of Services Requirements and Standards.

SECTION 2 – PERIOD OF SERVICE

2.1. Period of Service

The Master Agreement is for a two-year term, commencing on January 1, 2025 through December 31, 2027. The Consultant will provide services under the Master Agreement for specific project assignments with a Notice to Proceed issued no later than the final day of the Master Agreement term. All work associated with the Project assignments under this Master Agreement must be completed no later than one year from the end of the Master Agreement term.

SECTION 3 – COMPENSATION AND PAYMENTS

- 3.1 The maximum fee to be paid to the Consultant under this Master Agreement will not exceed \$1,500,000.
- 3.2 Subconsultant fees are included as “Additional Services”.
- 3.3 The fees for Consultant are based on the agreed hourly rates, attached and incorporated in **ATTACHMENT 1**. These rates will be in effect for the duration of the Master Agreement and project assignments term.
- 3.4 Consultant must submit monthly requests for payment on City’s payment request form, which must include a progress report and detailed invoices (with receipts if applicable). Consultant’s submittal must also include: (1) a narrative description of tasks accomplished during the billing period; (2) a listing of any deliverables submitted; and (3) any subconsultant’s request for payment with similar narratives and listings of their work.
 - 3.4.1. City will pay for any services negotiated as a not-to-exceed fee according to the work effort expended on that service during the month.
 - 3.4.2. City will pay for any services negotiated as a lump sum according to the percentage of work completed during the month.
 - 3.4.3. City will pay for any Additional Services and Allowances as a not-to-exceed fee according to the work effort expended on that service during the month.
- 3.5 Consultant must submit all payment requests for City’s review and approval.
- 3.6 Consultant must pay all sums due to subconsultants for services and reimbursable expenses within seven days of Consultant receiving payment for those services from City. Consultant must pay subconsultants in accordance with Arizona Revised Statute § 34-221.
- 3.7 No compensation to the Consultant will be allowed contrary to Chapter XIX,

Section 2, Phoenix City Charter (no payment of more than 90% of the total contract price before completion of the total work).

- 3.8. Consultant will be entitled to compensation only for those services and allowances specifically identified in the Notice to Proceed. Authorized additional services and reimbursable allowances must be billed at cost without any mark-up. Work or materials furnished by the Consultant without authorization from the City will be at the Consultant's own risk and expense.
- 3.9. Travel expenses must be approved in advance by the City and must be included in the Fee Schedule. The Consultant will be held to comply with **Exhibit C – Design and Construction Services Consultant & Contractor Travel Reimbursement Procedure**, as to the eligible and ineligible expenses for reimbursement and required documentation.

SECTION 4 – CITY'S RESPONSIBILITY

- 4.1 City will provide the following to Consultant:
 - 4.1.1. Timely examination of Consultant's submitted documents and prompt decision-making regarding Consultant's work (and Consultant's written requests for decisions) to avoid unreasonable delays.
 - 4.1.2. Regular updates concerning City's progress in reviewing Consultant's work.
 - 4.1.3. City's forms required from Consultant.
- 4.2. City is responsible for issuance of plans, specifications, and contract documents to bidders and other consultants and contractors.
- 4.3. City is also responsible for hiring the construction contractor, if applicable.
- 4.4. The City's authorized representative will be the City Engineer or another duly authorized City representative, who will be the sole contact and authority for administering this Agreement. City approvals or requests to Consultant will originate from the City Engineer or another duly authorized City representative.
- 4.5. The name of the designated Project Manager has the authority to administer the project assignment and will monitor Consultant compliance with all terms and conditions. All requests for information or decisions by the City on any aspect of the work must be directed to the Project Manager.
- 4.6. For each specific project, the City will specify the allocated budget available.

SECTION 5 – CONSULTANT'S RESPONSIBILITIES

- 5.1. The Consultant must perform professional services to the satisfaction of the City Engineer in accordance with the terms of this Agreement with the degree and with the care and skill that a registered professional in Arizona would exercise under similar conditions. The Consultant may discuss the Project or its requirements with the department that will ultimately use the facility, but all specific project direction or requests must be authorized by the City Engineer.
- 5.2. Consultant must provide the following to City in each project proposal:
 - 5.2.1. Scope of Work
 - 5.2.2. Subconsultant Information
 - 5.2.3. Hourly Billable Rates
 - 5.2.4. Project Schedule
- 5.3. Consultant must prepare all documents and materials according to the City's standards, scope, and budget, subject to the City Engineer's general inspection.
- 5.4. Consultant must perform the professional services under this Agreement's terms to the City Engineer's satisfaction and with the care and skill that another consultant in Consultant's industry would exercise under similar conditions.
- 5.5. Within 30 days of receiving City's review comments, Consultant must submit to City the final set of plans that incorporates those comments. Consultant will provide bid phase services until City's contract award to a construction contractor for the project.
- 5.6. Printed and bound - or electronic - copies of Consultant's final drawings, plans, and specifications.
- 5.7. The documents prepared by the Consultant must not exceed the budget without express written approval from the City. The consultant, at the option of the City and without additional expense to the City, must without delay revise documents in a manner satisfactory to the City in an amount not exceeding the allocated budget.
- 5.8. City's Project Management Information System
 - 5.8.1 The Consultant is required to maintain all Project records in electronic format. The City provides an Application Service Provider (ASP) web-based project management database which the Consultant shall utilize in the fulfillment of the Contract requirements.
 - 5.8.2 The Consultant shall use this ASP to process all documents related to the Work, including, but not limited to: requests for interpretation/information, change orders, design meeting minutes and submittals.
 - 5.8.3 The Consultant shall process all Project information in electronic digital format. To fulfill this requirement, the Consultant shall provide all

necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to the web-based ASP and transfer electronic data.

5.8.4 The Consultant shall provide a computerized networked office platform with broadband internet connectivity. Either wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City's ASP system.

5.8.5 Training will be provided through the City. Contact information will be provided to the firms under contract, to establish the set up with a log-in and password.

SECTION 6 – DEFINITIONS

AGREEMENT (OR MASTER AGREEMENT):

The signed written Agreement between the City and the Consultant which is evidence of the agreement and includes any amendments, exhibits or attachments, all of which form the agreement.

AGREEMENT AMENDMENT:

A modification to a Master Agreement signed by the Consultant and City that provides for a change in the Agreement provisions, including additional work outside the scope of the original Master Agreement.

APPLICABLE LAW:

Any law, rule, codes, standards, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued by, any governmental body having jurisdiction, applicable from time to time to any activities associated with this Agreement, including but not limited to design, construction and permitting or any other transaction or matter contemplated hereby, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages.

A.R.S.:

Arizona Revised Statutes.

CERTIFICATE OF INSURANCE:

A form acceptable to the City, describing and certifying the insurance coverage obtained by the insured Consultant from an insurer acceptable to the City.

CITY:

The City of Phoenix and its agents, employees, and representatives.

CONSULTANT OR CONTRACTOR:

The individual, partnership, corporation or company who is entering into this Agreement with the City.

DAY(S):

Calendar Days unless otherwise specifically noted.

DEPARTMENT:

Department means the City Department overseeing the Agreement.

EFFECTIVE DATE OF THE AGREEMENT:

The date indicated in the Agreement on which it becomes effective, which is the date of the Notice to Proceed.

NOTICE TO PROCEED:

A written notice given by City to Consultant fixing the date on which the Period of Services begins and the Consultant starts to perform the work.

PAYMENT REQUEST:

The City form used by the Consultant to request a progress or final payment and includes all information required to be submitted with the form to substantiate the Consultant's right to payment. Unless otherwise provided, requests for payment must be submitted in the format specified by the City

SUBCONTRACT:

Any agreement entered into by the Consultant and subconsultant for a portion of the Scope of Work in connection with, and under the terms of, the Agreement.

SUBCONSULTANT:

A person or entity who has a direct contract with the Consultant to perform a portion of the Scope of Work.

SECTION 7 – GENERAL CONDITIONS**7.1. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

See Indemnification and Insurance Section – **Exhibit A.**

7.2. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

7.2.1. The parties agree that the Consultant is providing the services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of employer and independent contractor. Neither the Consultant nor any of the Consultant's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the City. The City is interested in only the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of the Consultant.

7.2.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business

association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract. The parties agree that no individual performing under this Agreement on behalf of the Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. The Consultant shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals, and shall save and hold harmless the City with respect thereto.

7.3. LEGAL WORKER REQUIREMENTS:

7.3.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subconsultants fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:

7.3.1.1. Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.

7.3.1.2. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

7.3.1.3. The City retains the legal right to inspect the papers of the Consultant's or subconsultant's employee(s) who work(s) on this Agreement to ensure that Consultant or subconsultant is complying with the warranty herein.

7.4. CONFIDENTIALITY AND DATA SECURITY:

7.4.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

7.4.2. Consultant agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

7.4.3. Consultant agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

7.4.4. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant under this Section shall survive the termination of this Agreement.

7.5. PROJECT DOCUMENT AND COPYRIGHTS

7.5.1. City Ownership of Project Documents All work products (electronically or manually generated) including, but not limited to: plans, Specifications, cost estimates, tracings, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Contract (collectively referred to as "Documents") are to be and remain the property of the City and are to be delivered to the City Representative before the final payment is made to the Consultant. In the event these Documents are altered, modified or adapted without the written consent of the Consultant, which consent the Consultant will not unreasonably withhold, the City agrees to hold the Consultant harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

7.5.2. Consultant to Retain Copyrights The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Consultant, its subconsultants or personnel, during the course of performing this Contract or arising out of the Work will belong to the Consultant.

7.5.3. License to City for Reasonable Use With this Contract, the Consultant and its subconsultants hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Work and this Contract. This license also includes the making of derivative works.

7.5.4. Documents to Bear Seal The Consultant and its subconsultants will endorse by professional seal all plans, works, and deliverables prepared by each for this Contract as required by state law.

7.6. BACKGROUND SCREENING

See Background Screening Section – **Exhibit B**.

7.7. CONTACTS WITH THIRD PARTIES:

- 7.7.1. Consultant or its subconsultants will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultants be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultants will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultants under this Section will survive the termination of this Agreement.
- 7.7.2. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 7.7.3. The obligations of Consultant under this Section will survive the termination of this Agreement.

7.8. RECORDS / AUDIT:

- 7.8.1. Under generally accepted accounting principles, Consultant must keep records of: (1) accounts with the City; (2) direct personnel payroll; and (3) reimbursable expenses pertaining to the bond (construction) and insurance expenses for the contract. Consultant must make these records available to City for at least five years following Final Acceptance.
- 7.8.2. The City, its authorized representative, and/or the appropriate federal agency reserves the right to audit the records of Consultant and Subconsultants to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate the Agreement and related documents (e.g., modifications). If an audit reveals that a Consultant or Subconsultant(s) has provided false, misleading, or inaccurate cost and pricing data, City reserves the rights to: (1) decrease the Agreement's price; (2) reduce or withhold City's payments under the Agreement; or (3) demand reimbursement from Consultant. City reserves the right, at reasonable times, to audit Consultant's books and records relative to the performance of service under this Agreement.
- 7.8.3. Consultant must include similar requirements in all contracts with Subconsultants providing services under the Agreement. If Consultant

fails to include the above provisions in all contracts with Subconsultants providing services under the Agreement—and any Subconsultants refuses to allow City to audit records to verify proper cost and pricing data—City reserves the right to: (1) decrease the Agreement’s price; (2) reduce or withhold City’s payments under the Agreement; or (3) demand reimbursement from Consultant.

7.8.4. If, following an audit of this Agreement, the audit discloses the Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

7.9. COMPLIANCE WITH LAWS:

Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances and codes, including all applicable ADA requirements, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement. Consultant is also required to certify its compliance with all applicable laws and Consultant will pass along these requirements to its subconsultants. If any of Consultant’s certifications is found to be false, the City may terminate this Agreement or impose other remedies due to the false certification. See also Exhibit F, Supplemental Terms and Conditions.

7.10. ALTERATION IN CHARACTER OF WORK:

Whenever a change in the scope of work results in a substantial revision to this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, an Agreement Amendment shall be approved and executed by the City and the Consultant. Such Agreement Amendment shall not be effective until approved by the City. Additions to, modifications, or deletions from the services provided herein may be made, and the compensation to be paid to the Consultant may accordingly be adjusted by mutual agreement of the parties. It is understood and agreed that no claim for extra work done or materials furnished by the Consultant will be allowed by the City except as provided herein, nor shall the Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Consultant without such written authorization first being given, shall be at the Consultant’s own risk, cost, and expense, and the Consultant hereby agrees that without written authorization the Consultant will make no claim for compensation for such work or materials furnished.

7.11. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

7.12. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

7.13. TERMINATION OR SUSPENSION OF SERVICES:

7.13.1. **CITY'S RIGHT TO TERMINATE:** The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

7.13.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

7.13.1.2. Deliver to the City all drawings, plans, specifications, special provisions, estimates, and other work entirely or partially completed—together with all unused materials supplied to or purchased by City.

7.13.1.3. Appraise any work partially completed and submit that appraisal to City for evaluation.

7.13.1.4. Be paid full compensation for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

7.13.1.5. If the City determines it improperly terminated the agreement for cause or default, the termination shall be converted to a termination for convenience in accordance with the provisions of this agreement.

7.13.2. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

7.14. SPECIFIC PERFORMANCE:

Consultant agrees that in the event of a breach by Consultant of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Consultant as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

7.15. FORCE MAJEURE:

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Agreement by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

7.16. DOCUMENTATION:

7.16.1. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Consultant will relinquish to the possession and control of the City its

entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Consultant pending the resolution of the existing or anticipated litigation.

- 7.16.2. Format and quality: all documents prepared by Consultant will be prepared in a format and at a quality approved by the City.
- 7.16.3. Document review: Consultant will review all documents provided by the City related to the performance of the services and will promptly notify the City of any defects or deficiencies discovered in such review.
- 7.16.4. Confidentiality of plans: any plans Consultant generates must include the following statement in the title block on every page: "under Phoenix City Code § 2-28, these plans are for official use only and may not be shared with others unless otherwise permitted by contract to fulfill Consultant's obligations to City."

7.17. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

Consultant will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

7.18. CONFLICTS OF INTEREST:

- 7.18.1. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 7.18.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Consultant has an actual or apparent conflict of interest.
- 7.18.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination

with respect to the performance of this Agreement, the City may, by one calendar day written notice to Consultant, terminate the right of Consultant to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Consultant as could be pursued in the event of default by Consultant.

7.18.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

7.19. NOTICE:

To evaluate and avoid potential conflicts of interest, the Consultant shall provide written notice to the City, as set forth in this Section, of any work or services performed by the Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given seven business days prior to commencement of the services by the Consultant for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

City of Phoenix
Office of the City Engineer
Design and Construction Procurement
200 W. Washington Street, Fifth Floor
Phoenix, Arizona 85003-1611

7.20. PUBLIC RECORDS:

7.20.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.

7.20.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which will be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in this Agreement. Within ten calendar days of notice from the City, the Consultant must inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object within ten calendar days

of notice will be deemed to waive any objection and any remedy against the City for disclosure.

- 7.20.3. In the event the Consultant objects to disclosure within ten calendar days, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

7.21. CLAIMS OR DEMANDS AGAINST THE CITY:

- 7.21.1. Consultant acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands.
- 7.21.2. Pursuant to Phoenix City Charter Chapter 18, the City reserves the right to withhold funds from the Consultant's progress payments up to the amount equal to the claims the City may have against the Consultant until such time that a settlement on those claims has been reached.
- 7.21.3. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- 7.21.4. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

7.22. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Consultant waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by the termination, a legal proceeding, or a business decision by the City, directly or indirectly, involving any

part of this Agreement.

7.23. DISPUTES:

7.23.1. The City Engineer will decide any dispute regarding this Agreement's interpretation that City and Consultant cannot resolve by mutual agreement.

7.23.2. Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

7.23.3. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

7.24. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

7.25. LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

7.26. EQUAL EMPLOYMENT OPPORTUNITY:

7.26.1. In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

- 7.26.2. For a Consultant with 35 employees or fewer: Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in all subcontracts, Consultant agreements or subleases of this agreement entered into by supplier/lessee.
- 7.26.3. For a Consultant with more than 35 employees: Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Consultant further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

7.26.4. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

7.26.5. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

7.27. SUCCESSORS AND ASSIGNS:

For this Agreement's covenants, Consultant and City bind themselves and their partners, successors, assigns, and legal representatives to the other. Consultant and City may not assign, sublet, or transfer their interest in this Agreement without the other's written consent. This Agreement does not create a contractual relationship with any third party, or otherwise establish any third-party beneficiaries.

7.28. CONSULTANT'S DUTY OF CARE:

The Consultant will be responsible for the completeness and accuracy of its work and all documents and materials prepared or compiled by Consultant for the City under this Contract. Consultant is responsible for correcting, at its expense, willful or negligent errors, omissions and acts that may be discovered with Consultant's work and all documents and materials prepared or compiled by Consultant for the City under this Contract. Any damage or increased cost incurred by the City as a result of such willful or negligent errors, omissions or acts will be chargeable to the Consultant to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill applicable to consultants practicing this trade or specialty profession in Phoenix, Arizona under similar conditions. The fact that the City has accepted or approved the Consultant's work will in no way relieve Consultant of any of its duty of care responsibilities.

7.29. PROJECT STAFFING:

7.29.1. **KEY PERSONNEL:** Before starting work, Consultant must submit detailed résumés of key personnel involved in that work for City's approval (which City will not unreasonably withhold). If Consultant later desires to change key personnel involved in that work, Consultant must submit detailed résumés of the new personnel for City's approval (which City will not unreasonably withhold).

7.29.2. **QUALIFIED STAFF:** Consultant must maintain an adequate and competent staff of qualified persons—as City may determine in its sole

discretion—during performance of this Agreement. If City in its sole discretion determines that any of Consultant’s staff is objectionable, Consultant must take prompt corrective action or replace that staff with new personnel, subject to City’s approval.

7.30. SUBCONSULTANTS:

7.30.1. Before starting work, Consultant must furnish the names of its subconsultants for City’s approval (which City will not unreasonably withhold). If Consultant later desires to change subconsultants, Consultant must submit the names of its new subconsultants for City’s approval (which City will not unreasonably withhold).

7.30.2. **SUBCONSULTANTS:** Consultant must include similar requirements in all contracts with subconsultants providing services under the Agreement.

7.31. NON-WAIVER PROVISION:

City and Consultant may not construe a failure of the other to enforce—or require performance of—any of this Agreement’s provisions to be a waiver of that provision. Such failure will not affect the validity of any part of this Agreement or the right of City or Consultant to enforce every provision.

7.32. SURVIVAL:

All warranties, representations, and indemnifications by Consultant will survive this Agreement’s completion or termination.

7.33. SEVERABILITY:

If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement’s remainder remains unaffected and enforceable to the fullest extent permitted by law.

7.34. TIME IS OF THE ESSENCE:

The time for each term, covenant, and condition of this Agreement is of the essence.

7.35. DATE OF PERFORMANCE:

If the date of performance for any obligation—or the last day of any time period—falls on a Saturday, Sunday, or one of the City’s holidays, then that period will extend to the next day that is not a Saturday, Sunday, or holiday. Unless otherwise provided, any performance due on a particular day is only timely if completed by 5 p.m. (Phoenix time) and no later.

7.36. WORK IN CITY'S RIGHT-OF-WAY:

All work that Consultant performs within City's right-of-way must comply with City's Traffic Barricade Manual and Right-of-Way Management Program. Consultant is subject to civil sanctions for temporary traffic-control violations.

- 7.36.1. All Work performed within the City's Right-of-Way by the Consultant and its subconsultants will comply with all the regulations contained in the City of Phoenix Traffic Barricade Manual and the City of Phoenix Right-of-Way Management Program (latest editions) and any other traffic control provisions as may be provided in the technical Specifications. The City of Phoenix Traffic Barricade Manual is available online at:

<http://www.phoenix.gov/STREETS/traffic-management>

Consultant is subject to civil sanctions for temporary traffic-control violations.

7.37. CONTRACT AMENDMENTS:

Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Consultant. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Consultant. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

7.38. REQUEST FOR CONTRACT ADJUSTMENTS AND RELIEF:

- 7.38.1 If either the Consultant or the City believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party will provide written notice to the other party of the basis for its claim for relief.
- 7.38.2 Such notice will, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 7.38.3 In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 7 Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.38.4 Such notice will include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific

contractual adjustment or relief requested and the basis of such request.

7.39. REPRESENTATIVES OF THE PARTIES:

City's Representatives

The City designates the individual listed below as the City's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes:

Eric J. Froberg, PE, City Engineer
200 W. Washington Street, 5th Floor
Phoenix, AZ 85003

The City will designate an individual as the City's Representative. This person will manage the Project.

Consultant's Representatives

The Consultant designates the individual listed below as the Consultant's Senior Representative. This person has the authority and responsibility for avoiding and resolving disputes:

Name, Title
Firm Name
Address
City, Arizona 85XXX

The Consultant will designate an individual as the Consultant's Representative.

7.40. NOTICES:

General Notices

Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (1) confirmed delivery by hand or standard overnight mail or (2) upon the expiration of three business days after the day mailed by certified mail, to the Representatives identified above, or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

7.41. NO ISRAEL BOYCOTT:

If this Contract is valued at \$100,000 or more and requires Consultant (a company engaging in for-profit activity and having ten or more full-time

employees) to acquire or dispose of services, supplies, information technology, or construction, then Consultant must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Consultant by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

7.42 NO FORCED LABOR OF UYGHURS:

If this Contract requires Consultant (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Consultant must certify and agree that it and any consultants, subconsultants, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Consultant, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any consultants, subconsultants, 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.

7.43 HEAT MITIGATION:

7.43.1 Per Phoenix City Code G-7241, effective April 25, 2024, any Consultant whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- 7.43.1.1 Availability of sanitized cool drink water free of charge at locations that are accessible to all employees and contract workers.
- 7.43.1.2 Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- 7.43.1.3 Access to shaded areas and/or air conditioning.
- 7.43.1.4 Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

- 7.43.1.5 Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
 - 7.43.1.6 Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.
- 7.43.2 The Consultant further agrees that this clause will be incorporated in all subcontracts with subconsultants, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Consultant agrees to require all subconsultants, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Consultant to ensure compliance by its subconsultants.

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IN WITNESS WHEREOF, City and Consultant have entered into this Agreement which is operative on the Effective Date.

CITY OF PHOENIX,
an Arizona municipal corporation
Jeffrey Barton, City Manager

FIRM NAME,
a/an State [Enter Business Type]

By: _____
Eric J. Froberg, PE, City Engineer

By: _____
Name of Signatory, Title

ATTEST:

City Clerk

APPROVED AS TO FORM,
JULIE M. KRIEGH, City Attorney

By: _____

EXHIBIT A

INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

To the maximum extent allowed by law, including Title 34 A.R.S., Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City and its officers, officials (elected or appointed), agents and employees (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subconsultants (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. CONSULTANT’S INSURANCE:

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase such additional insurance as they determined necessary.

2.1. SCOPE AND LIMITS OF INSURANCE - Consultant must provide coverage with

limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met. (Projects on airside PSH\$A require \$5M; GYR/DVT \$3M)

2.1.1. Commercial General Liability – Occurrence Form

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

General Aggregate	\$2/\$3/\$5,000,000
Products – Completed Operations Aggregate	\$1/\$3/\$5,000,000
Personal and Advertising Injury	\$1/\$3/\$5,000,000
Each Occurrence	\$1/\$3/\$5,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant’s insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1/\$3/\$5,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.

- The Consultant’s insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Consultant or subconsultant is exempt under A.R.S. 23-902(E), **AND** when such Consultant or subconsultant executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

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

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Contract is completed.

2.1.5. Professional Liability (Errors and Omissions Liability) for Subconsultants

(Projects with an estimated construction cost of \$5 million or greater.)

In addition to the insurance requirements for the Consultant, the Consultant’s registered subconsultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

- Estimated Project Construction Cost of \$5,000,000 to \$25,000,000
 Each registered subconsultant will carry:

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

- Estimated Project Construction Cost of over \$25,000,000
Structural, civil, mechanical, plumbing, electrical engineers will carry:
Each Claim \$2,000,000
Annual Aggregate \$2,000,000
- Estimated Project Construction Cost of over \$25,000,000
All other registered subconsultants not listed above will carry:
Each Claim \$1,000,000
Annual Aggregate \$1,000,000

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Consultant must provide to the City, within five business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **Design and Construction Procurement, 200 W. Washington Street, 5th Floor, Phoenix, AZ 85003.**

2.3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

2.4. VERIFICATION OF COVERAGE: Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement must be sent directly to Design and Construction Procurement via email at **str.title34.procure@phoenix.gov**. **The City project number, contract number and project description must be noted on the certificate of insurance.** The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

2.5. SUBCONSULTANTS: Consultant’s certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for

ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the agreement, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Agreement.

2.6. APPROVAL: Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.

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EXHIBIT B

1. BACKGROUND SCREENING: (DOES NOT APPLY TO AVN CONTRACTS)

Consultant agrees that all Consultant and subconsultants' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Consultant's sole cost and expense, unless otherwise provided for in the scope of work. Consultant's background screening will comply with all applicable laws, rules and regulations. Consultant further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

- 1.1 **Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Consultant to incur additional contract costs to obtain background screens or badges.
- 1.2 **Terms of This Section Applicable to all Consultant's Contracts and Subcontracts:** Consultant will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 1.3 **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Consultant will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Consultant. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of the Consultant's services under this Agreement or Consultant's failure to comply with this section. Therefore, Consultant and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 1.4 **Continuing Duty; Audit:** Consultant's obligations and requirements will continue throughout the entire term of this Agreement. Consultant will maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant's records.
- 1.5 **Consultant's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Consultant is required to access any City facilities without

an escort, City badging is required. Consultant's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Consultant submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Consultant acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Consultant's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Consultant will be liable for and pay to the City the sum of \$1,000.00 for each breach by Consultant in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Consultant breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Consultant breaches this section. The parties further agree that three breaches by Consultant in this section arising out of any default within a consecutive period of three months or three breaches by Consultant in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Consultant and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

- 1.6 **Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City

facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Consultant will supply a list of the names and titles of all employees requiring access to the buildings. It is the Consultant's responsibility to provide updates and changes of personnel as necessary.

1.7 **Key Access Procedures:** If the Contract Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Consultant for each key issued. Consultant must submit the completed key issue/return form to the appropriate badging office.

1.8 **Stolen or Lost Badges or Keys:** Consultant must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

1.9 **Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Consultant will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

1.10 **Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Consultant.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

2. **BACKGROUND SCREENING – STANDARD RISK:** (DOES NOT APPLY TO WATER SERVICES DEPARTMENT AGREEMENTS)

2.1 **STANDARD RISK LEVEL** background screening will be performed when the

Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

2.2 **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

2.3 **Consultant Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Consultant will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Consultant must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Consultant further certifies and warrants that Consultant has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

3. BACKGROUND SCREENING – MAXIMUM RISK: (APPLIES TO ALL WATER SERVICES DEPARTMENT AGREEMENTS)

3.1 **Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:

- City data centers, money rooms, high-value equipment rooms; or
- unescorted access to private residences; or
- access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

3.2 **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

3.3 **Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

- Credit Check (for cash handling, accounting, and compliance positions only)
- Driving records (for driving positions only)
- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

3.4 **Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include:**

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- Sexual offender search
- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

3.5 **Consultant Certification; City Approval of Maximum Risk Background Screening:** Unless otherwise provided for in the Scope of Work, Consultant will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- submitting pass/fail results to the City for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,

- If, upon review of the background information, the City will advise the Consultant if it believes a Contract Worker should be disqualified. The Consultant will evaluate the Contract Worker and if the Consultant believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Consultant will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Consultant must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Consultant, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Consultant has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Consultant for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Consultant is required to send the City updated background checks *every three years*.
- The Consultant will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Consultant is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Consultant grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.

The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the appropriate department at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the appropriate department. A designated department representative will conduct the security check.

The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation).
- Any outstanding warrants (including traffic and parking violations).
- A person currently on parole or probation.
- A person currently involved in an investigation.

4. CJIS SECURITY ADDENDUM: This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.3, dated August 4, 2014), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Consultant warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Consultant expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

Consultant agrees that the requirements of this Section shall be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant under

this Section shall survive the termination of this Agreement.

- 5. SECURITY INQUIRIES:** Consultant acknowledges that all of the employees that it provides pursuant to this Contract shall, at Consultant's expense, be subject to background and security checks and screening at the request of the City. Consultant shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all the employees proposed by the Consultant for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Consultant for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Consultant to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Consultant's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Consultant performing work (including supervision and oversight) under this Agreement. Consultant will bear the costs of all inquiries requested by the City.

6. HANDLING OF PHOTOGRAPHS: (APPLIES TO ALL WATER SERVICES DEPARTMENT AGREEMENTS)

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

FOR ALL AVIATION DEPARTMENT AGREEMENTS:

AVIATION SECURITY PROCEDURES FOR CONSULTANT/CONTRACTOR AND SUBCONSULTANT/SUBCONTRACTOR WORKER BACKGROUND SCREENING

1. CONTRACT WORKER BACKGROUND SCREENING

Consultant/Contractor agrees that all Contract Workers that Consultant/Contractor allows to perform work under this Contract shall be subject to background and

security checks and screening (Background Screening). Consultant/Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Consultant/Contractor agrees that Background Screenings required by this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Consultant/Contractor from any liability that may arise out of Consultant/Contractor's work under this Contract or Consultant/Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Consultant/Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under this Contract.

As used in this Section, "Contract Worker" means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subconsultant/subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

1.1. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Consultant/Contractor must verify the legal Arizona worker status of each Contract Worker. Consultant/Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

1.2. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Consultant/Contractor to:

- 1.2.1. Have a Contract Worker provide fingerprints and execute any document that is necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- 1.2.2. Act on newly acquired information, whether or not the information should have been previously discovered;
- 1.2.3. Unilaterally change its standards and criteria related to the acceptability of Contract Workers; and
- 1.2.4. Object, at any time and for any reason, to a Contract Worker performing work under this Contract, including supervision and oversight services.

1.3. Consultant's Certification

By entering into this Contract, Consultant certifies that Consultant has

read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate, complete, and current. A Contract Worker that is rejected for work under this Contract shall not perform any work under any other contract or engagement Consultant has with the City without the City's prior written approval.

1.4. Consultant's Contracts and Subcontracts

Consultant/Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

1.5. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Consultant shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract, Consultant shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including the Consultant's disqualification of any Contract Worker or the City's failure to enforce this Section.

1.6. Continuing Duty and Audit

Consultant's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Consultant shall immediately notify the City of any change to a Contract Worker's Background Screening. Consultant shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Consultant's compliance with this Section.

2. CONTRACT WORKER ACCESS CONTROLS AND AIRPORT SECURITY BADGE REQUIREMENTS

Consultant shall not allow a Contract Worker to begin work under this Contract until Consultant has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract.

3. SECURITY IDENTIFICATION DISPLAY AREA (SIDA) BADGE PROCESS

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from the Aviation Department's Public Safety and Security Division's Badging Office. Consultant must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Consultant shall pay for all fees associated with SIDA badging process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at <https://www.skyharbor.com/security/BadgingInformation>.

As used in this Section, "restricted area" means the secured area and SIDA area of the Airport. "Secured area" means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. "SIDA area" means the secured area and other areas designated by the Aviation Department, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. "Sterile area" means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of the Aviation Department Rules and Regulations for a complete definition of the foregoing terms.

4. RISK-BASED BACKGROUND CHECK PROCESS

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Consultant/Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A MAXIMUM RISK BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, "background check" means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker's legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker's ability or fitness to perform work under this Contract.

4.1 Before any work is performed under this Contract, Consultant/Contractor

shall provide the City with a list of its Contract Workers.

- 4.2 If any dispute arises related to a background check process or criminal history check information, then Consultant/Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.
- 4.3 In making the determination whether information in a background check renders the Contract Worker disqualified, Consultant/Contractor should be guided by the following principles and guidelines:
- A. Disqualification should not be based solely on a criminal conviction, unless the conviction related to performance under this Contract.
 - B. Arrests that did not result in a conviction being entered or charges being filed may not be considered.
 - C. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.
 - D. Consultant/Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.
 - E. Consultant/Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:
 - Duties of the position
 - Time, nature, and number of negative events and convictions
 - Attempts and extent of rehabilitation efforts
 - The relation between the duties of the position and the nature of the crime committed
- 4.4 The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Consultant/Contractor should review the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.
- 4.4.1 For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.

- 4.4.2 For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.
- 4.5 If a background check shows that the disposition of an arrest is unknown, then Consultant/Contractor must determine the disposition of the arrest.
- 4.6 Consultant/Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Consultant/Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)
- 4.7 In a standard risk background check, Consultant/Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Consultant/Contractor must engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker. After Consultant/Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.
- 4.8 In a maximum risk background check, Consultant/Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Consultant/Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.
- 4.8.1 If the City approves a Contract Worker, then the City will notify Consultant/Contractor of that fact and the Aviation Department will issue the appropriate airport security badge to the Contract Worker.
- 4.8.2 If the City denies a Contract Worker, then the City will notify Consultant/Contractor of that fact and Consultant/Contractor will reevaluate the Contract Worker to determine whether the person should be disqualified. If Consultant/Contractor believes there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, then Consultant/Contractor will discuss those circumstances with the City. The City will review the matter

and its decision on disqualification is final.

4.8.3 The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.

4.9 If Consultant/Contractor is a sole proprietor, Consultant/Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.

4.10 Consultant/Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

5. STANDARD RISK BACKGROUND CHECK

A standard risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Consultant/Contractor shall conduct a standard risk background check on all Contract Workers whose work under this Contract requires:

- An airport security badge or key for access to City facilities,
- Access to sensitive information, confidential records, personal identifying information, or restricted City information, or
- Unescorted access to City facilities during normal and non-business hours.

“Personal identifying information” is defined by City of Phoenix A.R. 4.45.

5.1 Scope of the Standard Risk Background Check

The standard risk background check conducted by Consultant/Contractor must be based on the real identity and legal name of the Contract Worker and include felony and misdemeanor records checks from any county in the United States, the state of Arizona, and any other jurisdiction where the Contract Worker has lived at any time in the last seven (7) years.

6. MAXIMUM RISK BACKGROUND CHECK

A maximum risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Consultant/Contractor shall conduct a maximum risk background check on all Contract Workers whose work under this Contract requires:

- Working directly with a vulnerable adult or child under age 18,
- Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation,

- Unescorted access to City data centers, money rooms, high-value equipment rooms,
- Access to a private residence,
- Access to Homeland Defense Bureau-identified critical infrastructure sites or facilities, or
- Responsibility or access to City-identified critical infrastructure sites, City networks or data, cyber/IT/network assets, digital or cyber assets, workstations, or servers, by either remote or direct access.

6.1 **Scope of the Maximum Risk Background Check**

The maximum risk background check conducted by Consultant/Contractor must include the search criteria conducted under a standard risk background check in addition to a search for all felony and misdemeanor convictions (not including traffic or parking violations), a sex offender check, and a search for all outstanding warrants. Based on the Scope of Work, Consultant/Contractor shall also conduct a credit check (for cash handling, accounting, and compliance positions only), driving records check (for driving positions only), and fingerprint verification when the Contract Worker is working directly with a child under age 18 or a vulnerable adult or the work under the Contract will take the Contract Worker to a criminal justice information system (CJIS) location.

Maximum risk background checks are valid for the term of this Contract or three (3) years, whichever is shorter.

6.2 **Maximum Risk Background Check for Child Care Staff Members**

If the Scope of Work of this Contract involves work as a child care staff member, then Consultant/Contractor will conduct a maximum risk background check.

6.3 **Criminal Justice Information System (CJIS) Maximum Risk Background Check**

If the Scope of Work of this Contract requires unescorted access to a CJIS location or if Consultant/Contractor will have access to a CJIS infrastructure or information, then a CJIS maximum risk background check will be conducted, reviewed, and approved by the Phoenix Police Department or the Arizona Department of Public Safety.

6.4 **Maximum Risk Background Check for Children or Vulnerable Adults**

If the Scope of Work of this Contract involves work with a child under age 18 or a vulnerable adult, then Consultant/Contractor will conduct a maximum risk background check.

As used in this Section, “vulnerable adult” means an individual who is 18 years of age or older who is unable to protect himself or herself from abuse, neglect, or exploitation by others because of a mental or physical

impairment. (A.R.S. § 13-3623(F)(6) and City of Phoenix A.R. 4.45)

7. AIRPORT SECURITY BADGE HANDLING PROCEDURES

Consultant/Contractor will comply with the following airport security badge handling procedures:

- 7.1 **Key Access Procedures.** If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued and Consultant/Contractor must complete a return form and submit it to the City for each key issued.
- 7.2 **Stolen or Lost Badges or Keys.** Consultant/Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key
- 7.3 **Return of Badges or Keys.** All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Consultant/Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.
- 7.4 **Employee Identification and Access.** Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. The Aviation Department will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled hours. Consultant/Contractor shall provide the City with updates and changes in personnel as they occur.
- 7.5 **Badge Fees.** Consultant/Contractor shall pay the airport security badge fees set forth in § 4-22(D) of the Phoenix City Code.

8. CONSULTANT/CONTRACTOR'S BREACH

Consultant/Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Consultant/Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

- A Contract Worker gains access to a City facility or a restricted or secured

- area of the Airport without the proper airport security badge or key
- A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport
- A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key
- A Contract Worker or Consultant/Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key
- Consultant/Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

9. LIQUIDATED DAMAGES AND REMEDIES FOR BREACH

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Consultant/Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$1,000.00 for each breach of this Section and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority. Consultant/Contractor agrees that the stipulated damage amount is not a penalty, but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

10. CONSULTANT / CONTRACTOR CERTIFICATION

Consultant/Contractor certifies to the City that Consultant/Contractor has read the foregoing Background Screening requirements and that all Background Screening information Consultant/Contractor furnished to the City is accurate, complete, and current. Consultant/Contractor further certifies to the City that Consultant/Contractor has satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

EXHIBIT C

TRAVEL REIMBURSEMENT PROCEDURE

DRAFT

DESIGN AND CONSTRUCTION SERVICES CONSULTANT AND CONTRACTOR TRAVEL REIMBURSEMENT PROCEDURE

The City of Phoenix (City) is a public entity and strives to be a good and responsible steward of public monies. Consultants and Contractors must therefore use good judgment and have proper regard for economy and reasonableness when incurring any reimbursable travel expenses.

The purpose of this procedure is to ensure reimbursable expenses are reasonable, necessary, and documentable. In particular, this procedure (1) identifies which travel expenses are reimbursable, (2) defines reimbursement limits, and (3) describes the documentation that must be submitted to the City before travel expenses will be reimbursed. This list is a guide and is not all-inclusive.

Reimbursable Expenses and Reimbursement Limits

Travel expenses are reimbursable only when the Agreement or Contract provides for a travel allowance or for travel reimbursement. Except as otherwise provided below, all expenses must be approved by the Project Manager before they are incurred in order to be reimbursable. Reasonable travel expenses are defined as follows:

Air Transportation – Airfare (and luggage fees if project related) are reimbursable, but are subject to the following limits:

- Reimbursement for airfare will not exceed the economy or coach class airline fares, or equivalent. The least expensive rate at the time should be booked.
- If additional costs are incurred for rescheduling, then the costs and circumstances must be explained. These costs will be evaluated on a case-by-case basis and will be approved for reimbursement only if justifiable. Flights should be booked as early as possible, and flight rescheduling should be avoided.
- Travel insurance and early-bird fees and/or other additional expenses are not reimbursable.

Ground Transportation – Ground transportation expenses at the travel destination (e.g., taxis, cars for hire, shuttles, or subways/trains) are reimbursable when traveling by air, rail, or bus, but are subject to the following limits:

- Rental vehicles are to be authorized only when their use is less expensive than using taxis, cars for hire, shuttles or subways/trains.
- Reimbursement for a rental vehicle will not exceed the Standard rate category. In estimating the cost of a rental vehicle, parking at the destination city must also be included.
- Car/limousine services and non-project-related ground transportation expenses are not reimbursable.
- Reimbursement for parking expenses does not require prior approval by the Project Manager if the Consultant/Contractor later demonstrates that prior approval was not feasible under the circumstances. But reimbursement is still subject to subsequent approval by the Project Manager.
- The City will reimburse airport parking charges up to \$14 per travel day regardless of parking facility used.

- Taxi services (between home and airport) - Usage of shuttles, taxi, ride-sharing services, light rail (or similar business provider) will be reimbursed up to the total allowable amount for airport parking, which is currently reimbursed at \$14 per travel day.

Lodging – Project-related lodging expenses at the travel destination are reimbursable, but are subject to the following limits:

- Reimbursement will not exceed the applicable seasonal rate listed in the City of Phoenix Domestic Lodging Rate Schedule, as indicated below:
 - September 1 through January 31 \$172
 - February 1 through March 31 \$259
 - April 1 through May 31 \$173
 - June 1 through August 31 \$121
- Charges to the Consultant's/Contractor's hotel room for project-related expenses, such as for fax, internet access, and long-distance calls, must be itemized and categorized appropriately on the invoice submitted for reimbursement.
- Non-project-related charges, such as for movies, room service, or "mini-bar" items, are not reimbursable.

Meals – Meal expenses, including expenses for food purchased at a grocery store, are reimbursable, but are subject to the following limits:

- Reimbursement generally will be limited to meals purchased during each day of scheduled project-related meetings at the travel destination. Reimbursement may extend to up to one additional day of meals to accommodate travel if approved by the Project Manager.
- Reimbursement for any meal will not exceed the GSA standard rate for that meal. To illustrate – A Consultant/Contractor does not have breakfast or lunch, but has a dinner that costs more than the GSA standard dinner rate. The Consultant/Contractor will not be reimbursed beyond the GSA standard dinner rate, even though the total meal cost for the day is less than the GSA standard rate for the day.
- Consultants/Contractors traveling together and eating together should each receive an individual check or receipt. Meals purchased for any other out-of-town Consultant/Contractor will count against the other Consultant's/Contractor's reimbursement limit. The names of the other Consultants/Contractors for whom meals are purchased must be listed on the receipt.
- Restaurant charges to the Consultant's/Contractor's hotel room must also be itemized on a receipt showing what was purchased.
- All receipts submitted for reimbursement must be itemized.
- Alcoholic beverages, snacks, meals purchased in the Consultant's/Contractor's home metropolitan area, and meals purchased for non-project-related persons or for persons who work in the travel destination metropolitan area are not reimbursable.
 - Max Daily M&IE Rate \$69 – Full Day / \$51.75 - First/Last Day

Gratuities – Meal, taxi, baggage handling, and housekeeping gratuities (i.e., "tips") are reimbursable, but are subject to the following limits:

- Meals - Reimbursement for meal gratuities will not exceed 20% of the pre-tax bill. In no event will total reimbursement for meals, meal taxes, and meal gratuities exceed the GSA meal limits described above.
- Taxis - Reimbursement for taxi gratuities will not exceed 20% of the pre-tax bill.
- Baggage Handling and Housekeeping - Total reimbursement for baggage handling and housekeeping gratuities will not exceed \$5 per day. Receipts for baggage handling and housekeeping gratuities are not required. However, tips not paid must not be submitted for reimbursement.

Travel Expense Report Submittal

Except as otherwise provided above, reimbursement requests must be submitted monthly and must include receipts and invoices.

In addition to any other special documentation described above, the following is required for all reimbursement requests:

- All receipts for a single trip must be submitted together on a pay request and not split into two or more requests.
- A summary report must also be submitted showing the amounts being requested for each trip, including the name of the Consultant/Contractor who traveled and the dates of the travel.
- A copy of all pre-approvals must be attached to the pay request.
- Changes to a submitted pay request or a submitted summary report must be accompanied by a detailed explanation whenever the change results in additional requested reimbursement.

EXHIBIT D

DEPARTMENT SPECIFIC REQUIREMENTS

(NOT USED)

DRAFT

EXHIBIT E
SBE REQUIREMENTS

(NOT USED)

DRAFT

EXHIBIT F
SUPPLEMENTAL TERMS AND CONDITIONS
(NOT USED)

DRAFT

EXHIBIT G

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

DRAFT

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

The Consultant's services involving design and construction administration and inspection services may include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of a Notice to Proceed for a specific project.

DESIGN SERVICES - GENERAL PROJECTS

The Consultant must prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work must be performed within the metropolitan Phoenix area.

A. General Project Administration

1. The Consultant must attend Project meetings as necessary to maintain the Project budget and schedule; chair periodic regular meetings and any additional meetings as requested by the City; set agendas and prepare and distribute meeting minutes. Meetings under basic services include:
 - a) Meetings with City staff and management.
 - b) Meetings required to obtain a permit.
 - c) Meetings with internal oversight committees (i.e. Facilities Review and City Council).
2. The Consultant must research private, public and City utilities (i.e., power, gas, water and wastewater, flood control, public and private communications, etc.) regarding standard utility issues. The Consultant must provide a Site Plan to the City Project Manager incorporating pertinent utility information for confirmation of locations and conflict review.
3. The Consultant will be responsible for submitting and retrieving all required Contract documents to the various reviewing agencies required under this Contract.
4. The Consultant will prepare and maintain a Project schedule after meeting with the Project Manager to determine appropriate submittal deadlines and to coordinate Project submissions.
5. When applicable, the Consultant will be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the Project (including applicable NPDES, 404 and other permits). As the Project progresses, the Consultant must timely furnish copies to the City of all communications between the Consultant and the respective agency or department related to this Contract and all approvals and permits for the Project. The Consultant must indicate in the project construction documents that the Contractor is responsible for obtaining a Dust Control Permit and assuring dust control measures comply with the Maricopa County Bureau of Air Pollution Control regulations.
6. The Consultant must implement and comply with the policies set forth in the City of Phoenix Building Standards & Review Process document (July 1, 2006 revision). In particular, the Consultant must assure newly constructed facilities and facilities undergoing major reconstruction are designed to meet the Leadership in Energy and Environmental Design (LEED) "Certified" level. The Consultant or responsible subconsultant must be an Accredited LEED Professional.
7. If requested, the Engineer will prepare necessary exhibits and make a presentation to the Facilities Review Board and City Council.
8. The Consultant must avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative of those, unless specifically approved in writing by the City.

9. The Consultant must submit a written monthly Design and Progress Report to the City during the entire design period.

B. 30% Plans Phase

1. The Consultant will consult with City staff to ascertain information needed to meet the requirements of the Project and will confirm those requirements in writing and by sketch to the City.
2. The Consultant will be responsible for establishing a pre-design meeting for design review with the Planning and Development Department a minimum of two weeks prior to completion of schematic design. The Consultant will submit copies of the preliminary site plan to the Planning and Development Department as required.
3. The Consultant must prepare a schedule for City approval of all required submittals for Planning and Development Department reviews based upon information from the pre-design meeting and current Planning and Development Department published review times.
4. When requested by the City, the Consultant must document and submit to the City for approval, the design approach used to meet the LEED "Certified" level and additional requirements regarding heat island effects, efficient water use, energy performance and waste management as referenced in the City of Phoenix Building Standards & Review Process document.
5. When required, the Consultant must identify proposed private and public utility easements. The Consultant must prepare documentation and forward to the City Project Manager for coordination of utility review and consideration of the proposed easement. The Consultant's submittal must comply with the City standard format as illustrated in the standard "Proposed Utility Easement Format" document.
6. The Consultant must prepare preliminary design studies leading to a recommended solution together with a general description of the Project and must, at no further expense to the City, submit six sets of same to the City with written construction cost estimates. The Consultant must present these studies and estimates to the City for review, comments and approval.
7. If applicable, the Consultant will be responsible for submitting two sets of drawings or plans to the City for use of the City's fire insurance carrier and all fire underwriting agencies that have an interest in the Project. If the insurance requirements materially affect the construction cost of the Project, the Consultant must immediately notify the City in writing, which will render the final instructions.
8. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the Project construction budget.

C. 60% Plans Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant must prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire Project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and any other work as may be appropriate.
2. The Consultant must design the Project so that the construction conforms to the requirements of Title 34 of the Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant must hold a plan coordination meeting between the Consultant and the sub-consultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant must invite the Project Manager to attend this meeting.
4. After completion of the 60% Plans Phase, the Consultant must, at no further expense to the City, deliver six sets of the 60% drawings and plans, six sets of the specifications, and six sets of the detailed Project cost estimates. The Consultant must present all documents to the City for review, comment, and approval. If requested by the City, the Consultant must provide other design support documentation (i.e., structural, irrigation or earthwork calculations).
5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established Project budget, and agrees that the Consultant is meeting the submittal dates for Planning and Development Department documents as identified in the 30% Plans Phase schedule.

D. 90% / Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant must prepare final, permit-ready construction drawings, plans, and specifications.
2. The Consultant must prepare its drawings in AutoCAD format compatible with City of Phoenix CADD technology and plotting facilities using AutoCAD drafting system and City layering standards (AIA plus City supplements). The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City. The Consultant must include the City's Boilerplate and Supplemental General Conditions sections in the Project specifications. The Consultant may make no changes, deletions, or additions to these sections without approval by the City before inclusion in the final specifications. Final bid specifications must be prepared in an 8 ½" x 11" size format, single-spaced, single-sided and unbound. The Consultant must coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.
3. During the preparation of construction documents, the Consultant must inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.
4. The Consultant must comply with all applicable federal, state, and local laws and codes in effect at the time the City approves the drawings, plans and specifications. The Consultant must notify the City of any code changes that occur during the life of this Contract that will impact this Project.
5. No later than ten calendar days prior to the first advertisement date for the Project bid, the Consultant must ensure that the plans prepared by the utility companies have been incorporated into the final plans set.
6. Toward the end of the 90% plans phase, the Consultant must hold a plan coordination meeting between the Consultant and the sub-consultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant must invite the Project Manager to attend this meeting.
7. Upon completion of construction plans, specifications and Contract documents, the Consultant must provide, at no expense to the City, three sets of all design calculations, including structural, mechanical, electrical and plumbing, and six complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.
8. The Consultant must submit six copies of a detailed Project cost estimate when it submits the

construction plans, specifications and Contract documents.

9. The Consultant must coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees will be paid by the City or reimbursed to the Consultant if paid by Consultant.
10. The Consultant must incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant must resubmit the revised plans to Planning and Development Department for approval. Also, if required by the Project Manager, the Consultant must submit a revised cost estimate reflecting the modifications made for this final submittal.
11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant must deliver to the City the final reproducible drawings in three formats: 1) one hard copy on 20 lb. bond paper or heavier, 2) one Adobe PDF 6.0 or higher file of signed and sealed copies, in set order, in the most current version supported by the City of Phoenix, and 3) one AutoCADD version (minimum 2000 version). All digital files must be compatible with City of Phoenix technology or as directed by the City of Phoenix. These documents must be sealed and signed by the appropriate responsible party. The Consultant must deliver to the City the final specifications in three formats: 1) one hard copy on 20 lb. bond paper or heavier, 2) one Microsoft Word application, and 3) one Adobe PDF file from the original Microsoft Word format. All applications must be in the most current version supported by the City of Phoenix.
12. The Final Design Phase will be considered complete when the City approves the final submitted plans and specifications, agrees that the cost estimate is within the established Project budget, and agrees that the plans are permit-ready.

C. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the Project bid, the Consultant must prepare and submit a detailed construction cost estimate of the Project to be used by the City in setting the SBE subcontracting goal for this Project. This cost estimate for the base bid must be prepared in sufficient detail to identify all trades required for the Project, as well as estimated costs for those trades. The cost estimate will follow the Construction Specification Institute divisions. The Consultant may not furnish the estimate to any one other than the City.
2. The Consultant must attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.
3. The Consultant will be responsible for responding to questions regarding the plans and specifications. The Consultant will receive, review and approve or disapprove requests for substitutions, and incorporate these substitution requests into the addenda as required.
4. The Consultant must submit their final design plans including all design addenda in an electronic medium immediately useable and compatible with City of Phoenix CADD technology. The resulting image produced on the viewing screen must include all title blocks, borders, details and notes that are visible on full-size originals or blueprints. The CADD files must be accessible for reading and plotting. One copy of the final specifications including all addenda must be submitted in print and on a computer disc compatible with City word processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media

format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party will be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant will not be responsible to maintain documents stored in electronic media after acceptance by the City.

5. The Bid Phase will be considered completed when the Project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

STREET TRANSPORTATION PROJECTS – ENGINEERING DESIGN SERVICES

The Consultant must prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. The Consultant must perform the work in compliance with all applicable ordinances and regulations. The requirements include, but are not limited to, the following (latest document revision unless otherwise directed by City Project Manager):

Design & Construction Management Division Administrative Procedure No. 155
City of Phoenix Storm Water Policies and Standards (latest edition)
Storm Drain Design Manual, Subdivision Drainage Design (for "c" factors)
City of Phoenix Street Classification Map (latest amendment)
Traffic Barricade Manual (latest edition)

A. General Project Administration

1. The Consultant must attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings and any additional meetings as requested by the City; set agendas and prepare and distribute meeting minutes. Meetings under basic services include:
 - a) Meetings with City staff and management.
 - b) Meetings required to obtain a permit.
2. The Consultant must coordinate with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard utility issues and incorporate pertinent information in the plans.
3. The Consultant must conduct or participate in the necessary negotiations to obtain all necessary approvals from the various utilities and governmental agencies. The Consultant must submit plans for their review, and take into consideration in the design all of the requirements and problems brought out in connection with these contacts. In cases where direct conflict exists between existing utilities and proposed City work, the Consultant must indicate the Consultant's recommended resolution of the conflict on the plans.
4. The Consultant will be responsible for submitting and retrieving all required Contract documents to the various reviewing agencies required under the project.
5. The Consultant will be responsible for obtaining or assisting the City in obtaining all applicable federal, state, county, local and utility permits and approvals required for the project (i.e., NPDES, 404, Dust Control, ADOT right of way, etc.). As the project progresses, the Consultant must timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the project and all approvals and permits for the project.

6. The Consultant must file the necessary documents and secure the approval of the Maricopa County Environmental Services Department. The Consultant must submit to the City a list of all other permits for construction in Maricopa County right-of-ways. If it is necessary, the Consultant must assist the City in making the necessary applications for the permits.
7. The Consultant must prepare and maintain a project schedule after meeting with the Project Manager to determine appropriate submittal deadlines and to coordinate project submissions.
8. The Consultant must comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant must notify the City of any code changes that occur during the life of the project that will impact the project.
9. The Consultant must avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative of those unless specifically approved in writing by the City.
10. Prepare and submit these plans in compliance with the Street Transportation Department's Administrative Procedure No. 13, latest revision, which is incorporated in this Contract by reference. The Consultant's work must be prepared in a manner that the construction may be undertaken by private contractors on a competitive bid basis.
11. The Consultant must submit a written monthly "Design and Planning Progress Report" to the City during the entire period of design, using the form provided by the City's Project Manager.
12. All work must be performed within the Metropolitan Phoenix Area.

B. 30% Plans Phase

1. The Consultant must consult with City staff to ascertain information needed to meet the requirements of the project and must confirm such requirements in writing and/or by sketch to the City.
2. The Consultant must prepare drawings in AutoCAD format compatible with City of Phoenix Street Transportation Department CADD technology using City layering standards. The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City.
3. Horizontal survey control must be the monument line between intersecting street monuments. Every effort, including excavation and backfill, must be made to locate all monuments that are likely to be destroyed due to the alignment of the pipeline. If any monuments are missing, the Consultant must immediately notify the City, which will determine the need to reestablish the monuments and, if necessary, negotiate with the Consultant for further survey work.
4. From the underground utility maps furnished by the City, the Consultant must show on the plans all the main lines and the services lines to the individual properties. On underground duct banks, the Consultant must show conduit runs by the number of conduits (e.g. T-6D or a -T- will show a cable only). All services lines will be shown on the plans for all facilities.
5. The Consultant must prepare preliminary design studies leading to a recommended solution together with a general description of the project and must, at no further expense to the City, submit six sets of same to the City. The Consultant must present these studies to the City for review, comments and approval.
6. The 30% Plans Phase will be considered completed when the City has approved the grade and alignment plans.

C. 60% Plans Phase

1. After the City has approved the 30% plans in writing, the Consultant must prepare the 60% plans. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.
2. The Consultant must design the project so that the construction conforms to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements as well as other applicable statutes and regulations.
3. After completion of the 60% Plans Phase, the Consultant must, at no further expense to the City, deliver six sets of the 60% plans and two sets of the detailed project construction cost estimates in the format provided by the Street Transportation Department. The Consultant must present all documents to the City for review, comment, and approval. If requested by the City, the Consultant must provide other design support documentation (i.e., structural, irrigation or earthwork calculations).
4. The 60% Plans Phase will be considered complete once the City has approved the submitted preliminary plans and agrees that the construction cost estimate is within the established project budget.

D. 90% Plans Phase

1. After the City has approved the 60% plans and construction cost estimate in writing, the Consultant must prepare final, permit-ready construction drawings, plans, and specifications.
2. The City will provide the Street Transportation Department's boilerplate specifications. The Consultant may not make any changes, deletions, or additions to these sections without approval by the City before inclusion in the final specifications. Final bid specifications must be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant must coordinate the special provisions of the bid package to be compatible with the Street Transportation Department's boilerplate specifications.
3. During the preparation of construction documents, the Consultant must inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.
4. Upon completion of construction plans, specifications and Contract documents, the Consultant must provide, at no expense to the City, three sets of all design calculations, including structural, mechanical, electrical and plumbing, and six complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate consultant.
5. The Consultant must submit two copies of a detailed Project construction cost estimate in Street Transportation Department format when it submits the construction plans, specifications and Contract documents.
6. The Consultant must also provide a copy of the SBE trades estimate in Street Transportation Department format to be used by the City in setting the SBE subcontracting goal for this project. This cost estimate for the base bid and additive alternates of \$50,000 or greater must be prepared in sufficient detail to identify all trades required for the project, as well as estimated costs for those trades. Additive alternate construction bids under \$50,000 will not require a trades breakdown. *Deductive alternates will not be permitted.* The Consultant must not furnish the estimate to any one other than the City.

7. The 90% Plans Phase will be considered complete once the City approves the 90% plans and specifications, and agrees that the construction cost estimate is within the established project budget.

E. Final Design Phase

1. The Consultant must incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. Also, if required by the Project Manager, the Consultant must submit a revised cost estimate reflecting the modifications made for this final submittal.
2. Upon approval by the City of complete drawings, plans, and specifications, the Consultant must deliver to the City the final reproducible drawings, the electronic project files, and the original copy of the final specifications. The hard copy documents must be sealed and signed by the appropriate consultant.
3. The Consultant must submit their final design plans (including all design addenda when applicable) on an electronic medium immediately useable and compatible with City of Phoenix Street Transportation Department CADD technology. The resulting image produced on the viewing screen must include all title blocks, borders, details and notes that are visible on full-size originals or blueprints. The CADD files must be accessible for reading and plotting. One copy of the final specifications including all addenda must be submitted in print and on a computer disc compatible with City word processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party will be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant will not be responsible to maintain documents stored in electronic media after acceptance by the City.

4. The Final Design Phase will be considered complete when the City approves the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

F. Bid Phase

1. The Consultant will be responsible for responding to questions from the City regarding the plans and specifications. The Consultant must receive, review and approve or disapprove requests for substitutions, and assist the City in incorporating these substitution requests into the addenda as required.
2. The Consultant must submit final design revisions in hard copy and in complete electronic files.
3. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on hard copy and electronic media.

AVIATION DEPARTMENT PROJECTS – ENGINEERING DESIGN SERVICES

The Consultant must prepare its drawings in AutoCAD format compatible with City of Phoenix Aviation Department CADD technology and plotting facilities using AutoCAD drafting system and layering standards. The Consultant must obtain the posted version of the Aviation Department CADD standards located on the Aviation website that includes a CADD template representing the Aviation Department CADD standards. The template provided is for the convenience of the Consultant only. All CADD file submissions must conform to the Aviation Department written standards. The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City. The Consultant must deliver to the City the final reproducible drawings in three formats: 1) one hard copy on 20 lb. bond paper or heavier, 2) one Adobe PDF file of signed and sealed copies, in set order, in the most current version supported by the Aviation Department, and 3) one AutoCAD version that conforms to the Aviation Department CADD standards on Compact Disc (CD) or Digital Video Disc (DVD).

GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

- A. The Consultant must perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.
- B. The Consultant must: attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. The Consultant will: attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.
- C. The Consultant must furnish the services of a competent inspector during the progress of construction. The Consultant must coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant must not have the direct control of the individual workmen and their work. The direct control will be solely the responsibility of the contractor (referred to as "Contractor"), to the extent provided by the contract between the City and the Contractor.
- D. The Consultant will provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Contractor, and must reject or stop work, as appropriate, that fails to conform to the Contract documents. The Consultant or Consultant's authorized representative must keep adequate project records and field reports of work during construction.
- E. The Consultant must make recommendations to the City on matters relating to the interpretation of the Contract documents.
- F. The Consultant must review the Contractor's submittal schedule which will list all submissions required by Contract documents.
- G. The Consultant must establish a submittal control sheet to monitor the timeliness of Contractor submissions, and review and make recommendations to the City relating to the execution and progress of the project.
- H. The Consultant must provide the necessary survey controls for the Contractor's guidance and verify the correctness of the work as it progresses.
- I. The Consultant must: review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(ies), and other submissions for conformity with the design concept of the project and for compliance with the Contract documents.

- J. The Consultant must monitor and log Contractor correspondence and provide the City with all documents, reports and correspondence pertaining to the project.
- K. All construction testing must be done under the supervision of the Consultant.
- L. The Consultant must require a copy of the Dust Control Permit and Plan and must ensure compliance with the dust control measures listed in the Plan. The Consultant must notify the City Engineer's authorized representative in the event of a noncompliant condition, a citation or Notice of Violations.
- M. The Consultant must submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.
- N. The Consultant must make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.
- O. The Consultant must review and make recommendations to the City on all claims of the Contractor for extra work not covered in the Contract documents, and the recommendations will be jointly reviewed by the Consultant and the City for final decisions. The Consultant will review construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Contractors' claims.
- P. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present the Consultant's recommendations. The City will either approve or deny the recommendation.
- Q. The Consultant will verify the amount owed to the Contractor and will sign and issue City Form, "Estimate for Payment," in that amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," the Consultant will also represent to the City that, to the best of the Consultant's knowledge, information, and belief, based on what the Consultant's inspections and observations have revealed, the quality of the work is in substantial compliance with the Contract documents.
- R. The Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After the City accepts the project, the Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies of City Form, "Settlement of Claims."
- S. The Consultant must provide project close-out related services including:
 - 1. Conduct final close-out inspections, prepare a project punch list including the City's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.
 - 2. Verify that all documentation required of the Contractor per the construction contract has been submitted and is acceptable to the City.
 - 3. Submit a report confirming construction practices comply with the Leadership in Energy and Environmental Design (LEED) "Certified" level criteria as shown in the project drawings and specifications. Documentation must be signed and stamped by the project design principle that is an Accredited LEED Professional and the Contractors project manager. See the City of Phoenix Building Standards & Review Process document (July 1, 2006 revision) requirements.
 - 4. Review, assemble and provide all warranties, files, operating manuals, logs and other close-out paperwork as described in the project specifications at the completion of the project.
 - 5. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.

6. Review and approved all lien waivers prior to the final payment to the Contractor.
 7. Prepare and turn over to the City either reproducible drawings or electronic files to reflect "Project Record" conditions. These drawings must be signed and certified as accurate by the Consultant.
 8. Verify that additional construction materials are delivered to the City by the Contractor.
 9. Evaluate the Contractor's performance and complete the "Contractor's Performance Review" form.
- T. The Consultant must furnish the City a letter recommending acceptance of the work, however, the City retains the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the City Engineer or the Planning and Development Department Director or their authorized representatives may inspect the construction work at any time.
- U. Approximately 11 and 1/2 months, but prior to 12 months, after the construction project has been accepted, the Consultant must make an inspection to determine if any work, equipment, or material is in need of corrective action under the Contractor's guarantee clause. The Consultant must then notify the City in writing of the results of the inspection along with any recommendations.
- V. Incidental to the services for the project, the Consultant agrees to notify the Contractor and the City of any unsafe conditions that the Consultant may see and recognize at the construction site and take immediate corrective action, if required. However, it is not intended that the Consultant be responsible for safety at the project site.

ATTACHMENT 1

BILLABLE RATES

FIRM HOURLY BILLABLE RATE

.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$

DRAFT

ATTACHMENT 2
INSURANCE CERTIFICATES

(ATTACHED)

DRAFT