

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1713

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ACCEPTING THE STATEMENT OF QUALIFICATIONS AND ENTER INTO PROFESSIONAL SERVICE CONTRACTS WITH ARDURRA, IRONSIDE ENGINEERING & DEVELOPMENT, INC., THE WLB GROUP, AND KIMLEY-HORN & ASSOCIATES, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE CONTRACTS.

WHEREAS, the Town of Pinetop-Lakeside issued a Request for Statements of Qualifications for On-Call Engineering Services; and

WHEREAS, the Town conducted the Statement opening on June 7, 2024 for On-Call Civil Engineering Services No. RFQ 24-001; and

WHEREAS, the Town of Pinetop-Lakeside Public Works Department received, and Town staff committee reviewed nine (9) submittals and recommends contracts be entered into with Ardurra, Ironside Engineering & Development, Inc., The WLB Group, and Kimley-Horn & Associates, Inc. as the Town's On-Call Civil Engineering Consultants; and

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions of the Contracts for the On-Call Civil Engineering Services between Ardurra, Ironside Engineering & Development, Inc., The WLB Group and Kimley-Horn & Associates, Inc. hereto attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

1. Accept the Statement of Qualifications and enter into professional service contracts with Ardurra, Ironside Engineering & Development, Inc., The WLB Group, and Kimley-Horn & Associates, Inc. to provide On-Call Civil Engineering Services Project No. RFQ 24-001; and
2. Authorize the Town Manager to execute any and all documents necessary in connection with these Agreements.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 27th day of June, 2024.



ATTEST:

Kristi Salskov
Kristi Salskov, CMC
Town Clerk

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Stephanie Irwin
Mayor

APPROVED AS TO FORM:

William J. Sims
William J. Sims III
Town Attorney

EXHIBIT A

REQUEST FOR STATEMENTS OF QUALIFICATION

FOR

**ON-CALL CIVIL ENGINEERING SERVICES
No. RFQ 24-001**

TOWN OF PINETOP-LAKESIDE, ARIZONA

**TOWN OF PINETOP-LAKESIDE
325 W. WHITE MOUNTAIN BLVD.
PINETOP-LAKESIDE, ARIZONA 85929**

April 19, 2024

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TOWN OF PINETOP-LAKESIDE

**NOTICE OF REQUEST
FOR
STATEMENTS OF QUALIFICATION**

**ON-CALL CIVIL ENGINEERING SERVICES
No. RFQ 24-001**

Notice is hereby given that the Town of Pinetop-Lakeside is requesting Statements of Qualification (SOQs) from qualified engineering consultants to provide professional on-call civil engineering consulting services for the Town of Pinetop-Lakeside, Arizona (Town). The services may include small site design, plan review, site evaluations, survey/data collection, studies, and legal descriptions for various projects and/or parcels in the Town.

Requests for SOQ (RFQ) may be obtained Monday through Friday, 8:00 A.M. to 4:00 P.M. by calling (928) 368-8686 ext. 221; or Town website www.pinetoplakesideaz.gov; or by obtaining a copy at the Pinetop-Lakeside Town Hall, 325 W. White Mountain Blvd., in Lakeside, Arizona, 85929.

SOQs from qualified professional firms must be submitted in a sealed envelope. The following project name and number must be on the envelope: ***On-Call Civil Engineering Services No. RFQ 24-001***. In addition to the name and address of the firm submitting, must be clearly indicated on the outside of the envelope. The envelope must be filed with the Town Clerk at the Town of Pinetop-Lakeside Municipal Building, Public Works Department located at 325 W White Mountain Boulevard in Lakeside, Arizona, 85929 no later than **May 31st, 2024, at 1:00 P.M. Arizona Time**. All statements will be opened and announced at that time.

SOQs will be evaluated according to the criteria described in the RFQ. One or more firms will be selected to negotiate a contract to perform the work. The successful consultant(s) will be retained to perform the on-call engineering services on an as-needed basis. *Aspects of this project(s) work may be in part indirectly or directly associated with a federal funding source.*

The Town of Pinetop-Lakeside reserves the right to reject any or all the SOQs or waive any informality in any SOQ. No proposer may withdraw their SOQ for a period of ninety days after the date set for the opening thereof.

All proposers shall comply with all state, federal, and local governing laws. The Town reserves the right to cancel this notice at any time.

Pursuant to the American with Disabilities Act (ADA), Town of Pinetop-Lakeside endeavors to ensure the accessibility of all its programs, facilities, and services to all persons with disabilities. If you need accommodations for this meeting, please contact the Town Clerk, at (928) 368-8885 ext. 221, at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publish Dates: White Mountain Independent Legal Ad: Friday, April 19, 2024; Tuesday, April 23, 2024

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FOR

ON-CALL CIVIL ENGINEERING SERVICES

TOWN OF PINETOP-LAKESIDE, ARIZONA

The Town of Pinetop-Lakeside (Town) is issuing a Statements of Qualifications (SOQ) to retain qualified consulting firms to provide professional on-call civil engineering services for the Town. The selection of firms will be in conformance with ARS Title 34, and any other applicable federal, state, or Town statutes and/or regulations.

SECTION I – PROJECT DESCRIPTION

The on-call civil engineering services will be provided directly to the Public Works Department and may include small project designs, plan review, site evaluations, surveys, data collection, traffic studies, drainage studies, and other similar civil engineering work in the Town. The work will be assigned on an as-needed basis. The intent of this SOQ is to retain more than one professional firm to support the Town in providing high-level quality of service to the public. Experience in plan review of submitted design documents and reports for public infrastructure, subdivisions, commercial developments, and multi-use projects will be of particular importance. Experience with federally-funded-projects is desired.

SECTION II - SCOPE OF WORK

The selected consultants will:

- Evaluate engineering studies, reports, and design documents from other engineers.
- Develop and provide various legal descriptions.
- Consult on capital projects within the Town, when requested.
- Provide consultation on USCOE 404 and 401 permitting process.
- Provide consultation on flood control drainage issues and designs for Town drainage projects.
- Prepare, when requested, small project design (\$100,000 - \$500,000 construction cost).
- Provide consultation on large project design and/or review (\$500,000 - \$1.5M+).
- Provide consultation on traffic studies, drainage studies, and surveys.
- Provide weekly consultation on on-going projects with assigned personnel at the Town Public Works Department.
- Prepare written evaluations of plans and reports submitted to the firm based on professional experience, and their conformance with applicable engineering principals, practices, and design standards, as well as the Town subdivision regulations.

The ability to respond in a timely manner to assignments is of utmost importance.

The contract(s) will be for two years, with the option to renew for two additional years up to two times, upon written Town council concurrence.

SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

The consulting firms will be selected through a qualifications-based selection process. Firms interested in providing on-call civil engineering services must submit a Statement of Qualifications (SOQ) that addresses the following criteria:

- A. General information. (15 points)
 1. Provide a general description of the engineering firm. Explain the legal organization of the firm. Provide an organization chart showing key personnel.
- B. Experience and qualifications of the firm. (20 points)
 1. Identify at least three comparable work-experiences in which the firm provided similar services to a governmental agency.
 2. For each work experience identified, provide the following:
 - Description of the work experience.
 - Specific responsibilities of the firm.
 - Length of the engagement.
 - Scope of the work. Reference tasks completed during the experience.
 - Reference information includes three contact names with telephone numbers, and email addresses, for each work experience.
- C. Experience of key personnel to be assigned to this project. (15 points)
 1. For each key person identified, list length of time with the firm and at least two comparable work experiences in which they have played a primary role.
 2. Provide the following for each personnel:
 - Description of professional work
 - Role of the key person
 - Reference projects and clients include two current contacts with telephone numbers and email addresses per project.
 3. List any proposed sub-consultants, including key staff names and the experience and qualifications of these individuals.
- D. Understanding of the project and approach to performing the required services. (30 points)
 1. Discuss the major issues your firm has identified for this assignment and how you intend to address those issues.
 2. Describe specific examples of engineering services for towns, cities, counties, or large jurisdictions, how you handled the professional work, and what the response time and satisfaction ratings are from the clients.

E. Other selection criteria. (10 points)

List all similar assignments awarded to your firm in Arizona during the last three years. For each, provide the description, award date, status of work, and average response time for specific assignments.

F. Overall evaluation of the firm/team and its perceived ability to provide the required services. (10 points)

This is to be determined by the selection panel members. No response is required.

SECTION IV - SUBMITTAL REQUIREMENTS

Firms interested in the above project should submit a "Statement of Qualifications" (SOQ) which includes a one-page cover letter plus a maximum length of twelve (12) pages to address the SOQ criteria (excluding resumes but including the organizational chart). Resumes for each key team member shall be limited to a maximum length of two pages and should be incorporated as an appendix at the end of the SOQ. **Please provide all submissions in the form of a digital copy on a thumb drive by 1:00 P.M., Arizona Time, on May 31st, 2024.**

All submittals should be sent or delivered to:

**Town Clerk, Kristi Salskov
Town of Pinetop-Lakeside
325 W. White Mountain Blvd
Lakeside, AZ 85929**

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Digital copy on a thumb drive.
- Receipt of submittal by the specified cut-off date and time.
- Adherence to maximum page requirement.
- Submittal in correct location.

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages, tabbed divider pages and blank pages will not be counted if they do not contain submittal information. Resumes should not include project pictures.

SECTION V - SELECTION PROCESS AND SCHEDULE

The Town will conduct a one-step qualifications-based selection process. A selection committee will evaluate each SOQ submitted according to the evaluation criteria set forth in Section III above. The selection committee will select a short list from the SOQs submitted to be provided to the town council. The Town will perform a due diligence process on the firm(s) provided by the selection committee. The Town will then contact the selected firm(s) and award them the opportunity to begin negotiations to execute a contract(s). The Town will enter into negotiations with the selected firm(s) and upon completion of negotiation and agreement upon fees and contract terms, submit to the Town Council for review and possible approval.

The selected firm will deliver the project through a personnel rate sheet or negotiated price per assignment which shall be documented in the fee proposal (Exhibit C) to the Contract for On-Call Civil Engineering Services.

The following tentative schedule has been prepared for this project.

Submittal by: May 31st, 2024, at 1:00 PM – Arizona Time

Selection Committee evaluation complete: June 7th, 2024

Recommended Award of Contract(s): June 20th, 2024

If the Town is unsuccessful in negotiating a contract with the best-qualified firm(s), the Town may then negotiate with the second or third most qualified firm until a contract is executed or may decide to terminate the selection process.

SECTION VI - INDEMNIFICATION & INSURANCE REQUIREMENTS

The Town requires the selected firm(s) to execute a Contract for On-Call Engineering Services (Attachment B). The Town's indemnification and insurance language will be included in this contract. Submission of the SOQ shall indicate the firm's ability and agreement to execute the Town's contract.

Questions shall be addressed prior to submittal in writing. Any questions will be addressed to:

Malaina Spillman, Assistant to Director of Public Works
Public Works Department
958 S Woodland Road, Lakeside, AZ, 85929
mspillman@pinetoplakesideaz.gov
Phone (928) 368-8885 ext. 230

SECTION VII – GENERAL INFORMATION

Instructions: The Town shall not be held responsible for any oral instructions.

Town Rights

The Town 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.

Release of Project Information

The Town 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 Town.

Contact with Town Employees

All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the Town Manager, Town Clerk, Department Heads, and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Questions

Questions pertaining to the consultant selection process or contract issues should be directed to Malaina Spillman, Assistant to Director of Public Works, email mspillman@pinetoplakesideaz.gov.

SECTION VIII – FEDERAL REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the Consultant agrees as follows:

The Consultant is required to comply with Executive Order 75-5, “Non-discrimination in Employment by Government Consultants and Subconsultants,” which is hereby included in its entirety by reference and considered a part of this Contract.

The Consultant is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49 Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR710.405 (b) are made applicable by reference and are hereinafter considered a part of this Contract.

The Consultant is required to comply with the provisions of Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

The Consultant shall post in conspicuous places available to employees and applicants for employment, the following notice:

It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veteran and Vietnam era veterans. Such actions shall include, but are not limited to employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation, and coercion.

Affirmative Action

The Consultant shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this Contract:

- Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- Assure that firms owned by socially and economically disadvantaged individuals are solicited, whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- Where the requirements permit, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Participation By Disadvantaged Business Enterprises

The Consultant is required to adhere to the commitment made to participation by certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Technical Proposal or subsequently agreed to by the State during negotiations. Only the State, Town, or federal government, at its discretion on a case-by-case basis, may waive the above limitations.

The Consultant must submit the DBE Compliance Report to the Civil Right Office by the 3rd Friday of each month. The report shall indicate the amount earned by and paid to each DBE working on the project for the preceding month.

1. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant for the Grantee; state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.

The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
3. In the event of the Consultant's non-compliance with any provision of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
4. The Consultant will include the provisions of the subparagraphs 12 (a) through (f) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any Subcontract or purchase order as the Town may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Town, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION

FOR HANDICAPPED WORKERS SECTION 503

(if contract \$25,000 or over)

1. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subconsultant with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Environmental Protection

This clause is applicable if this contract exceeds \$100,000.00. (Applicable to Federal Aid Contract Work Only)

The Consultant is required to comply with all applicable standards, orders or requirements issued under Section 3016 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (40 CFR Part 15) which prohibit the use under non-exempt Federal contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and the U.S.E.P.A. Assistant Administrator for Enforcement. (EN-329)

Energy Conservation (Applicable to Federal Aid Contracts Only)

The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy Conservation Act. (P.L. 94-163).

Federal Immigration and Nationality Act

A. General:

The Consultant, including all Sub-Consultants, shall comply with all federal, state, and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the Contract during the duration of the Contract. The Town shall retain the right to perform random audits of the Consultant and Sub-Consultant/Sub-Consultant records or to inspect papers of any employee thereof to ensure compliance.

The Consultant shall include the provisions of the Federal Immigration and Nationality Act section in all its Subcontracts.

In addition, the Consultant shall require that all Sub-Consultants comply with these provisions and monitor such Sub-Consultant compliance and assist the Town in any compliance verification regarding any Sub-Consultant.

B. Compliance Requirements for A.R.S. § 41-4401, Government Procurement, E-Verify Requirement, Sanctions:

By submission of a bid, the Consultant warrants that the Consultant and all proposed Sub-Consultants are and shall remain in compliance with:

1. All federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the Contract, and
2. A.R.S. Section 23-215, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material Breach of the Contract, and the Consultant and Sub-Consultants are subject to specified sanctions.

Failure to comply with a Town audit process to randomly verify the employment records who works on the Contract to ensure that the Consultant or Sub-Consultant shall be deemed a material breach of the Contract, and Consultant and Sub-Consultants are subject to sanctions below.

C. Compliance Verification:

The Town may, at its sole discretion, require evidence of compliance from the Consultant or Sub-Consultant.

Should the Town request evidence of compliance, the Consultant or Sub-Consultant shall complete and return an Employment Record Verification Form and Employment Verification Worksheet, provided by the State, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the Town from utilizing other means to determine compliance.

The Town retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Consultant or Sub-Consultant is complying with the warranties specified above.

D. Sanctions for Non-Compliance:

For the purpose of this paragraph, non-compliance refers to either the Consultant's or Sub-Consultant's failure to follow immigration laws or to the Consultant's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of Contract. At a minimum, the Town will reduce the Consultant's compensation by \$10,000 for the initial instance of non-compliance by the Consultant or a Sub-Consultant. If the same Consultant or Sub-Consultant is not in compliance with two years from the initial non-compliance, the Consultant's compensation will be reduced by a minimum of \$50,000 for each instance of non-compliance. The third instance by the same Consultant or Sub-Consultant within a two-year period may result, in addition to the minimum \$50,000 reduction in compensation, in removal of the offending Consultant or Sub-Consultant, suspension of work in whole or in part or, in the case of a third violation by the Consultant, termination of the Contract for default.

In addition, the Department may debar the Consultant or Sub-Consultant who is in non-compliance three times within a two-year period for up to one year. For purposes of considering debarment: (1) non-compliance by Sub-Consultant does not count as a violation by the Consultant, and (2) the Town will count instances of non-compliance with other Town contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Town reserves the right to impose any sanctions up to and including termination and debarment regardless of the number of instances of non-compliance.

An example of the minimum sanctions under this subsection is presented in the following table:

Offense by:			Minimum Reduction in Compensation
Consultant	Sub-Consultant A	Sub-Consultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000*
*May, in addition, result in removal and debarment of the Sub-Consultant.			

SECTION IX – ADDITIONAL STANDARD TERMS AND CONDITIONS

Additional Standard Terms and Conditions to be incorporated within the terms of the Consultant Contract and requirements of the RFQ. (See Attachment “A”)

SECTION X – FORM OF CONTRACT

Consultant Contract (See Attachment “B” Contract for On-Call Civil Engineering Services). Form Contract may be modified to address Contract negotiations.

SECTION XI – CERTIFICATIONS AND ADDITIONAL INFORMATION

Consultant Certification (See Attachment “C”)

ATTACHMENT "A"

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any Consultant and the failure to comply with these requirements may result in rejection of the proposal for non-responsiveness or cancellation of any awarded Contract.

1. **Certification:** The Consultant certifies:

- A. The submission of a proposal did not involve collusion or other anti-competitive practices.
- B. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the Town of Pinetop-Lakeside shall operate as equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, nation origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, 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 Town is committed to fair and equal procurement opportunities for all firms wishing to do business with the Town and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the Town.

- C. The Consultant has not given, offered to give, not intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the Statement of Qualifications proposal or signing it with a false statement shall void the submitted proposal and/or any resulting Contract. In addition, the Consultant may be debarred from future bidding participation with the Town and may be subject to such actions as permitted by law.
 - D. The Consultant agrees to promote and offer to the Town only those materials and/or services as stated and allowed by this SOQ and resultant Contract award. Violation of this condition will be grounds for Contract termination by the Town.
2. **Gratuities:** The Town may, by written notice to the Consultant, cancel any resultant Contract, if it is found that gratuities in any form were offered or given by the Consultant or agent or representative of the Consultant, to any employee of the Town or member of a Town evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In the event the Contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedied, to recover or withhold from consultant the amount of gratuity.

3. **Applicable Law:** This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Navajo County, Arizona.
4. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the Town and the Consultant will meet and/or consult with each other in good faith to resolve any disputes arising out of the Contract. If good faith efforts fail, then the Town and Consultant may attempt to resolve any disputes through arbitration. If arbitration is utilized, the Town and Consultant will mutually agree upon an arbitrator whose fees will be shared equally by the Town and the Consultant.
5. **Contract Formation:** This Contract shall consist of this RFQ document (including attachments) and the response proposal submitted by the Consultant, as may be found responsive and approved by the Town. In the event of a conflict in language between the two documents, the provisions of the Town's RFQ shall govern in all other matters not affected by written Contract. All previous contracts between the Consultant and the Town are not applicable to this Contract or resultant contracts. Any contracted Consultant document(s) that conflict with the language and requirements of the Town's solicitation are not acceptable and void the Contract.
6. **Availability of Funds for the Next Fiscal Year:** The Town's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise for performance under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the Town's Financial Department. A resulting contract may only be modified by a written Contract Modification issued by the Town or assigned representative. Town departments and Consultants are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the Town Manager, and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application of the Contract which may remain in effect without the invalid provision or application to the extent that the material of this RFQ and Contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

11. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between parties and as a complete and exclusive statement of the Contract unless the signing of a subsequent Contract is specifically called for in this RFQ. No course of prior dealings between parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, performance, and opportunity to object.
12. **Contract Assignment:** No right or interest in this Contract shall be assigned by Consultant and no delegation of any duty of Consultant shall be made without prior written permission of the Town Manager
13. **Rights and Remedies:** No provisions of this RFQ document or in the Consultant's response shall be construed, expressly or by implication, as a waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim or default or breach of Contract. The failure of the Town to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Consultant from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of the Contract.
14. **Preparation of Specifications By Persons Other Than Town Personnel:** No person preparing specifications for this RFQ shall receive any direct or indirect benefit from the use of specifications.
15. **Public Record:** Upon award of Contract, proposals may be considered public record and subject to review. If a Consultant believes a specific section of its RFQ proposal is confidential, the Consultant shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section its RFQ response. The Consultant shall include a written statement as to the basis for considering the marked pages confidential and the Town Clerk's will review the material and make a determination.
16. **Conflict of Interest:** This Contract is subject to the cancellation provisions or A.R.S. Section §38-511.
17. **Compliance With Law:** The Consultant warrants that all activities it undertakes pursuant to the RFQ shall be in strict compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. Consultant will further agree and covenant that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healy Act, Arizona Executive Order No. 99-4, the Arizona Fair and Legal Employment Act, and in compliance with all Federal Immigration laws and regulations relating to employees and further warrants its compliance with Section A.R.S. §23-214, Subsection A., proof of E-Verify requirement, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of the Contract and Consultant is thus subject to penalties for violation(s) of this provision, including termination of this Contract. The Town retains the right to inspect the documents (including personnel files) of any and all Consultants, Consultants and subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Consultant hereby agrees to indemnify, defend, and hold the Town harmless for, from

and against all losses and liabilities arising from any and all violations thereof.

Attachment "B"

CONTRACT FOR ON-CALL CIVIL ENGINEERING SERVICES

THIS CONTRACT ("Contract") is made this ____ day of June 2024 by and between the Town of Pinetop-Lakeside (hereinafter the "Town"), and _____(hereinafter the "Consultant").

WITNESSETH THAT

WHEREAS, the Town requires professional On-Call Engineering Services hereinafter referred to as ("Services"); and

WHEREAS, the Consultant represents that it has the necessary expertise to provide such Services in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, it is hereby agreed as follows:

1. **Services.** Consultant shall perform the Services described in the Scope of Work listed and identified in the Town's Request for Qualifications (See Exhibit A), and those additional items set forth in the Consultant's response (See Exhibit B) and a fee proposal (See Exhibit C) in a competent and professional manner to the satisfaction of the Town. The Request for Qualifications and the consultant's response and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Contract, this Contract shall control.
2. **Term.** The term of this Contract shall be for Two (2) years beginning on _____, 2024 and ending on _____, 2026 unless terminated sooner as set forth in paragraph 14 below. The terms of this Contract may, with written Town Council concurrence, renew for two additional years up to two times, unless either Party give notice to terminate the Contract in accordance with paragraph 14 below. The fee to be charged by Consultant during any renewal term shall be subject to the mutual agreement of the parties. If the parties are not able to agree upon such fee no later than ten (10) days prior to the then scheduled termination date for the Contract, the Contract shall terminate on the then scheduled termination date for the Contract.
3. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity, and professional expertise to perform this Contract. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the Services to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Contract, key personnel shall not be removed or replaced without the Town's prior written approval.
4. **Independent Consultant.** Consultant acknowledges that it is an independent Consultant. Neith party is or shall purport to be an agent, employee, partner joint venture or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any

purpose. Taxes and Social Security contributions will not be withheld from any payment by the Town, and Consultant shall be solely responsible for such matters.

5. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the Services to be performed hereunder without the Town's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subconsultant substantially the same obligations as are imposed on the Consultant by this Contract. Consultant is responsible for full performance of this Contract regardless of whether subconsultants are used.
6. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of a project or projects, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by the Town shall not, except for reasonable cause, be exceeded by the Town or Consultant. The Schedule shall be adjusted, if necessary, as the project or projects proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the party's representatives.
7. **Payment.** The Town shall pay Consultant on an hourly basis. The method of payment for this Contract is a payment by installments. Payments for this Contract shall be based on hourly rates established in the attached Exhibit "C", Consultant Fee Schedule as incorporated herein. Total compensation for services performed shall not exceed the annual approved Town budget. No additional payments will be made for per diem or additional costs unless pre-approved by the Public Works Director. The Town shall pay the Consultant by installments, each installment shall be based upon monthly progress reports and related detailed invoices submitted by the Consultant. If additional invoices are approved by the Town, such installment payments shall be made within the thirty (30) days after the Town's approval of the progress report and detailed invoice.
8. **Defects in Work.** The Town may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 13. No compensation shall be paid for any rejected work until such issues have been resolved.
9. **Insurance Requirements.**
 - A. Consultant shall maintain in effect, at all times during the term of this Contract, insurance adequate to protect the Town and its agents, representatives, officers, officials, and employees against such losses as set forth below. Consultant shall provide the Town with a current Certificate of Insurance or a certified copy of the insurance policy naming the Town as additional insured (except for Errors and Omissions/Professional Liability Coverage).
 - B. The Following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
-----------------------	-----------

Employer's Liability	\$100,000 each Accident
Disease	\$100,000 each Employee \$500,000 Disease Limit Policy
Commercial General Liability	\$1,000,000 per Occurrence
Products/Completed Operations	\$2,000,000 Annual Aggregate
Professional Liability	\$1,000,000 each Occurrence and Annual Aggregate
Consultant's Protective Bodily Injury	\$2,000,000 each Occurrence and Annual Aggregate
Consultant's Protect Personal Property	\$1,000,000 each Occurrence and Annual Aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each Occurrence and Annual Aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform the Town of any cancellation of insurance or any decrease in the amount of coverage at least thirty (30) days before such action takes place. A violation of this provision may be treated as a material break by the Town. Consultant shall notify the Town upon any termination of its regular professional liability coverage and shall obtain all coverage for a minimum of five (5) years from the termination date.

- C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this contract.

In the event, any of the above insurance policies are written on a "claims made" basis coverage must extend for two years past the completion and acceptance of the work or services as evidenced by annual Certificates of Insurance which shall be delivered to the Town upon execution hereof and annually updated thereafter.

10. **Indemnity.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Town its agents, officers, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of, or resulting from the negligent acts, errors, mistakes, omissions work or services of the Consultant, its agents, employees or subconsultants in the performance of the Contract. Consultant's duty to defend and hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
11. **Records.** Consultant shall retain, and shall require each subconsultant to retain, all books, accounts, reports, files, and other records relating to this Contract for a period of five (5) years after completion of work. All such documents shall be subject to inspection and audit by the Town upon reasonable

notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of the Town.

12. **Non-Assignment.** Consultant shall not assign any right or interest in this Contract without Town's prior written approval, nor shall Consultant delegate any duty hereunder without Town's prior written approval.
13. **Claims and Disputes.** All claims, disputes and matters in question between the Town and Consultant arising out of this Contract, which are not resolved to the satisfaction of either of the parties after having been submitted to the Public Works Director, will be decided by the Town Manager upon his receipt of a demand for review. The demand for review shall be initiated by filing a written demand with the Town Manager. The demand shall include the material previously filed with the Public Works Director, the written opinion of the Consultant in response thereto, and concise statement of the alleged errors in the decision of the Public Works Director and the specific ground or grounds upon which the party contends it is entitled to relief. The decision of the Town Manager shall be made within ten (10) calendar days of filing of the written demand. Failure to complete the review procedure specified herein shall be a complete bar to any legal action for any question which could have been submitted to the Town for determination.
14. **Suspension and Termination by the Town.**
 - A. **Suspension.** The Town may, without cause, order Consultant in writing sixty day notice to suspend, delay, or interrupt its performance in whole or part. A payment adjustment shall be made for any services not provided resulting from suspension, delay, or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed, or interrupted by another cause for which Consultant is responsible.
 - B. **Termination for Cause.** Town may terminate this Contract for cause if Consultant fails to have certification, is arrested, or convicted of any criminal offense, misdemeanor, or felony which in the opinion of the Town impairs the Consultant's performance of its duties: disregards laws, ordinances, rules, regulations or order of the Town or a public authority having jurisdiction; or otherwise commits a breach of this Contract. When any of the foregoing causes exist, the Town shall give the Consultant written notice and a ten (10) day opportunity to cure the default. If the default remains uncured, the Town may (without prejudice to any other rights or remedies it may have) terminate this Contract.
 - C. **Termination for Convenience.** The Town, by written notice to Consultant, may terminate this Contract in whole or part when by the sole discretion of the Town, it is in the Town's best interests to do so. Consultant shall be paid for all services provided, as well as reasonable termination expenses (but excluding any claims for lost profits or overhead), provided that such payments shall not exceed the total amount payable pursuant to Section 7 less any payments previously made to the Consultant.

- D. Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise); (b) return any Town property in possession of Consultant; (c) at the Town's choice, deliver or otherwise make available to the Town all data, reports, summaries and other information and materials developed or accumulated by the Consultant in performing the Contract.
15. **Termination by Consultant.** Consultant may terminate this Contract upon written notice to the Town if performance is made impossible for a period of 60 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees, or subcontractors or act of government, such as a declaration of national emergency, or a natural disaster or other act of God. Consultant may also terminate this Contract, upon written notice and a ten (10) day opportunity to cure, if the Town fails to fulfill its obligation or to comply with obligations set forth in section 6.
16. **Governing Law.** This Contract shall be governed by the laws of the State of Arizona.
17. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Contract will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
18. **Non-Collusion.** This Contract is subject to the provisions of A.R.S. §38-511; the Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract or extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
19. **One-Year Limitation on Actions.** No actions shall be maintained by the Consultant or any claim based upon or arising out of this Contract unless such action is commenced within one year after the Town's final payment hereunder.
20. **Entire Contract.** This Contract, the Standard Terms and conditions and the terms of the Request for Statement Qualifications, which additional documents are incorporated by reference represent the entire understanding between the parties. In the event a conflict among the Contract, the Standard Terms and Conditions and the terms of the Request for Statement of Qualifications, the Contract shall control over the Standard Terms and Conditions and the terms of the Request for Statement of Qualifications, and the Standard Terms and Conditions shall control over the terms of the Request for Statement of Qualifications. No amendment shall be effective unless executed by both parties with the same formality as this Contract. Provided, however, that the Town's Public Works Director as assigned Project Manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project or projects are not changed substantially or significant additional compensation is not required.
21. **Sanitary, Health and Safety Provisions.** The Consultant shall provide and maintain in a neat sanitary condition such accommodations for the use of its employees as required to comply with the requirements of the State and local boards of health or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State, and local laws, rules and regulations concerning safety and health standards. The Consultant shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to their health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

22. **Compliance with Federal and State Laws/Legal Arizona Workers Act.** The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform Control Act of 1986, and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Consultant must comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302 as amended, "Residence Requirements for Employees".

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

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

The Town retains the legal right to inspect the papers of the Consultant or Subconsultant's employees who work on this Contract to ensure that the Consultant or subconsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of its Subconsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

Neither the Consultant nor any Subconsultant shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant enters into with any and all of its Subconsultants who provide services under this Contract or any Subcontracts. "Services are defined as furnishing labor, time, or effort in the State of Arizona by a Consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

This Agreement is subject to termination pursuant to A.R.S. § 38-511, as may be amended. Pursuant to A.R.S. § 35-394, as may be amended, unless exempt, the Consultant hereby certifies that it does not use, and agrees not to use during the term of the Contract, any of the following: forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 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.

23. **Severability.** The provisions of this Contract are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

24. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Name:
 Company:
 Address:
 Phone:
 Email:

To Town: Name: Matt Patterson
 Company: Town of Pinetop-Lakeside
 Address: 958 S. Woodland Rd.
 Lakeside, AZ 85929
 Phone: (928) 368-8885
 Email: mpatterson@pinetoplakesideaz.gov

25. **Waiver.** A party's waiver of any term, condition, or covenant, or breach of any term, condition or covenant of this Contract shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant of this Contract.

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

27. **No Israel Boycott.** The parties agree that they are not currently engaged in and agree that for the duration of this Contract they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

28. **Statutory Required Provision.** Pursuant to A.R.S. § 35-394, as may be amended, unless exempt, the Consultant hereby certifies that it does not use, and agrees not to use during the term of the Contract, any of the following: forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract as of the date first written above.

TOWN OF PINETOP-LAKESIDE

By: _____
Keith Johnson,
Town Manager

ATTEST:

Kristi Salskov. CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims

William J. Sims, III
Town Attorney

CONSULTANT: ARDURRA

By: _____
Authorized Signature/Title

STATE OF ARIZONA)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
_____.

Notary Public

My Commission Expires:

Date

ATTEST:

Kristi Salskov. CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims

William J. Sims, III
Town Attorney

CONSULTANT: Kimley-Horn & Associates, Inc.

By: _____
Authorized Signature/Title

STATE OF ARIZONA)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
_____.

Notary Public

My Commission Expires:

Date

ATTEST:

APPROVED AS TO FORM:

Kristi Salskov. CMC
Town Clerk

William J. Sims

William J. Sims, III
Town Attorney

CONSULTANT: Ironside Engineering & Development, Inc.

By: _____
Authorized Signature/Title

STATE OF ARIZONA)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
_____.

Notary Public

My Commission Expires:

Date

ATTEST:

Kristi Salskov. CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims

William J. Sims, III
Town Attorney

CONSULTANT: The WLB Group

By: _____
Authorized Signature/Title

STATE OF ARIZONA)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
_____.

Notary Public

My Commission Expires:

Date

**CERTIFICATIONS – ATTACHMENT “C”
ACCESS TO RECORDS AND RECORDS RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Town of Pinetop-Lakeside, State of Arizona, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee with the Town of Pinetop-Lakeside or _____.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Town or Consultant _____ that develops at any time during this contract will be immediately disclosed to the Town and Consultant _____.

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

1. Consultant warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
2. A breach of warranty regarding compliance with the immigration laws and regulations shall be deemed a material breach of the contract and Consultant may be subject to penalties up to and including termination of this Agreement.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers - Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Print Name and Title of Official)

(Signature of Authorizing Official)

(Print Name of Firm)

(Date)

**NON-COLLUSION AFFIDAVIT
ON CALL ENGINEERING PROFESSIONAL
SERVICES**

State of Arizona

County of _____

_____, affiant, the

(TITLE)

(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

(TITLE)

Subscribe and sworn to before me this
_____ Day of _____, 20____.

SIGNATURE OF NOTARY
PUBLIC IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, 20____).

CONSULTANT SIGNATURE PAGE AN INDIVIDUAL

By: _____

(Printed or Typed Name of Individual)

Do Business As: _____

License or Registration No.: _____

DUNS No.: _____

Business Address: _____

Mailing Address: _____

Phone No.: _____ Email Address: _____

A PARTNERSHIP

By: _____

(Firm's Name)

(Printed or Typed Name of Individual)

Do Business As: _____

License or Registration No.: _____

DUNS No.: _____

Business Address: _____

Mailing Address: _____

Phone No.: _____ Email Address: _____

CONSULTANT SIGNATURE PAGE
A CORPORATION

By: _____
(Corporation's Name)

(State of Incorporation)

By: _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name of Officer)

Attest: _____
(Secretary)

Federal ID No.: _____

DUNS No.: _____

Business Address: _____

Mailing Address: _____

Phone No.: _____ Email Address: _____

JOINT VENTURE

By: _____
(Signature)

(Printed or Typed Name)

(Address)

Phone No.: _____ Email Address: _____

By: _____
(Signature)

(Printed or Typed Name)

(Address)

Phone No: _____ Email Address: _____

(Each party to the joint venture must sign. The manner of signing on each individual partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

THIS PROPOSAL IS SUBMITTED BY: _____,

A corporation organized under the laws of the State of _____; a partnership consisting of _____; or an individual trading as _____ and is the holder of an Arizona State Civil Engineer's License: _____

(Photocopy Attached).

Classification _____ No. _____

(Failure to fill in the information above, regarding the proposer being a holder of Arizona State License is grounds for rejection).