



**Request for
Qualifications
(RFQ)**

Professional Architectural & Engineering Design Services for the
Public Works Department & Utilities Operations Facilities
Replacement – Planning Phase
CIP #CF2704

Issued By:

**Public Works Department
Town of Prescott Valley, Arizona
7501 East Skoog Blvd.
Prescott Valley, Arizona 86314
Phone: (928) 759-3070**

Due Date: Monday, September 28, 2026, 3:30 PM Arizona MST



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Notice of Request For Qualifications (RFQ)

Professional Architectural & Engineering Design Services for the CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Statement of Qualifications Due: Monday, September 28, 2026, 3:30 PM Arizona MST

The Town of Prescott Valley is seeking Statements of Qualifications to provide professional architectural and engineering design services for the CIP #CF2704 – Public Works Department & Utilities Operations Facilities - Replacement Planning Phase.

The Town of Prescott Valley is soliciting qualifications from experienced architectural and engineering consulting firms to develop a comprehensive Facility Master Plan for the redevelopment of the existing Public Works Department and Utilities Operations Facilities located at **8454 E. Long Mesa Drive, Prescott Valley, Arizona**.

The procurement of professional services for this Project will be governed by the provisions of A.R.S. §34-603. The contract for this Project shall be awarded on the basis of demonstrated competence and qualifications. All applicable Federal Laws, State Laws, Municipal Codes, and other applicable rules and regulations of authorities having jurisdiction over said Project shall apply throughout.

Request for Qualifications document and other information about this bid are listed in the Bonfire Procurement Portal at prescottvalleyaz.bonfirehub.com/portal/. Information on how to acquire contract documents, plans, and specifications may also be obtained by calling Prescott Valley Public Works Department at (928) 759-3070.

A non-mandatory pre-submittal conference is scheduled for Tuesday, August 25, 2026 at 2:00 PM Arizona MST in the Civic Center Conference Room 330, 7501 Skoog Blvd, Prescott Valley, Arizona. The ability to join virtually is available at the following link:

Microsoft Teams
[Join the meeting now](#)
Meeting ID: 257 675 267 492 311
Passcode: 4ZX2xk3q

Electronic SOQ submissions will be accepted until 3:30 PM Arizona MST on Monday, September 28, 2026, on the Town of Prescott Valley's Bonfire website. Please note that SOQ's will only be accepted electronically, not in person. Immediately following the bid closing, the bid proposals will be electronically unsealed and read aloud in Room #330. Bid proposals received after the deadline will not be considered.

s/Fatima Fernandez

:

2TC PUB August 9, 16, 2026



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Request For Qualifications (RFQ)

Professional Architectural & Engineering Design Services for the CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Statement of Qualifications Due: Monday, September 28, 2026, 3:30 PM Arizona MST

SCOPE OF WORK

1. Project Overview

The Town of Prescott Valley is soliciting qualifications from experienced architectural and engineering consulting firms to develop a comprehensive Facility Master Plan for the redevelopment of the existing Public Works and Utilities Operations Facilities located at **8454 E. Long Mesa Drive, Prescott Valley, Arizona**.

The existing four and a half (4.5)-acre campus currently houses Public Works Department that includes the following divisions: Fleet Services, Streets, Stormwater, Facilities, Engineering and Administration, in addition to Utility Operations within multiple metal buildings constructed during the late 1970s and early 1980s. These facilities have exceeded their useful life and received an overall Facility Condition Assessment rating of "F" in 2023 due to significant structural deterioration, water infiltration, drainage deficiencies, and aging building systems.

The Town's vision is to transform the site into a modern Public Works Department and Utilities Operations Facilities capable of serving the community for the next 30-40 years while accommodating future organizational growth and operational efficiencies.

This project represents **Phase I (Planning)** of a multi-year capital improvement program consisting of:

- FY27 – Facility Planning & Master Plan
- FY28 – Design & Construction Documents
- FY29-FY30 – Construction (Phased over two fiscal years)
- Commissioning & Occupancy

The Town intends to select a consultant with demonstrated experience in municipal operations facilities and desires to establish a long-term working relationship through planning, design, construction administration, commissioning, and project closeout.

2. Project Goals

The consultant shall develop a comprehensive campus master plan that:

- Maximizes functionality of the existing four-acre site.
- Creates a cohesive Public Works Department and Utilities Operations Campus.
- Improves operational efficiency between divisions/Departments.
- Supports phased construction while maintaining uninterrupted municipal operations.
- Provides flexibility for future organizational growth.
- Reduces long-term operational and maintenance costs.



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- Improves employee safety.
- Creates durable, sustainable, and efficient facilities.
- Supports future relocation of Utilities Department (engineering, water resources, administration) should the Town elect to do so.
- Create joint use spaces that will accommodate the needs of both departments.
- Focuses not only on the building facility, but the external grounds that are required to streamline operational efficiencies and customer service to internal and external customers.

3. Existing Departments

The planning effort shall evaluate current and future operational needs for:

Public Works Administration

Public Works Engineering Division

- Engineering
- Capital Improvement Program (CIP)
- Inspections

Public Works Streets and Stormwater Division

- Stormwater Program
- Streets Program
- Signals, Signing, Marking, Streetlight Program

Public Works Fleet Services Division

Public Works Facilities Maintenance Division

Utility Operations

- Water
- Wastewater
- Treatment Plant

The consultant shall also evaluate the feasibility of relocating the following future divisions of the Utilities Department to the Long Mesa Campus:

- Utilities Engineering
- Water Resources
- Additional administrative support functions

4. Scope of Services

Task 4-1 – Existing Conditions Assessment

The consultant shall perform a comprehensive assessment including:

- Existing buildings
- Site circulation
- Utility infrastructure
- Drainage
- Parking
- Vehicle circulation
- Material storage



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- Fleet operations
- Equipment storage
- Security
- Employee access
- Public access
- ADA accessibility
- Existing site constraints
- Existing operational workflows

Deliverables:

- Existing Conditions Report
- Site Constraints Map
- Opportunities Assessment

Task 4-2 – Stakeholder Engagement

Conduct interviews and workshops with Town staff including:

- Public Works Director
- Utilities Director
- Division Managers
- Supervisors
- Operations personnel
- Fleet staff
- Administrative staff
- Executive leadership

The consultant shall document:

- Existing deficiencies
- Operational challenges
- Adjacency requirements
- Future staffing projections
- Functional needs
- Storage requirements
- Security concerns
- Technology needs
- Sustainability goals

Task 4-3 – Space Needs Programming

Develop a comprehensive space program for all functional areas including:

Administrative Areas

- Offices
- Cubicles
- Conference rooms
- Training rooms



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- Break rooms
- Restrooms
- Public reception
- Records storage

Engineering

- Project work areas
- Plan review
- Collaboration space
- Inspection equipment storage
- Plotting/printing
- Meeting rooms

Fleet

- Repair bays
- Heavy equipment maintenance
- Parts storage
- Tire storage
- Tool rooms
- Welding
- Wash bay
- Fueling support

Streets & Stormwater

- Crew ready rooms
- Locker rooms
- Equipment storage
- Material storage
- Traffic sign shop and storage
- Traffic paint storage
- Traffic Signal and Lighting Storage
- Snow operations

Facilities

- Carpentry shop
- Electrical
- Plumbing
- HVAC
- Warehouse
- Material staging

Utilities Operations

- Crew space
- Vehicle staging
- Equipment storage
- Materials yard
- Hazardous Waste Storage Area



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The consultant shall provide projected space requirements based upon anticipated staffing over a minimum planning horizon of 20 years.

Task 4-4 – Site Master Planning

- Develop multiple conceptual campus alternatives illustrating:
- Building placement
- Future expansion opportunities
- Parking
- Employee parking
- Customer parking
- Fleet parking
- Heavy equipment circulation
- Emergency vehicle access
- Material storage bins
- Aggregate storage
- Pipe storage
- Traffic sign storage
- Equipment laydown yard
- Covered storage
- Vehicle wash area
- Fueling
- Snow operations
- Salt/cinder storage and loading areas
- Equipment fueling
- Loading docks
- Security fencing
- Controlled access
- Stormwater management
- Landscaping
- Outdoor employee gathering areas
- Future building expansion

Task 4-5 – Operational Analysis

- The consultant shall evaluate operational workflows including:
- Vehicle circulation
- Heavy equipment movement
- Fleet maintenance operations
- Utility operations
- Material deliveries
- Employee circulation
- Public access
- Internal department coordination
- Safety improvements
- Lean operational efficiencies



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Recommendations shall improve efficiency while minimizing conflicts between employees, equipment, and the public.

Task 4-6 – Phasing Plan

A critical component of the planning effort shall include development of a detailed construction phasing strategy that maintains uninterrupted municipal operations throughout construction.

The consultant shall evaluate:

- Construction of new facility while maintaining current buildings and operations
- Or
- Temporary employee relocation
- Temporary fleet facilities
- Temporary storage
- Construction sequencing
- Utility relocations
- Contractor access
- Safety separation
- Operational continuity
- Temporary parking
- Temporary material storage

The consultant shall prepare conceptual phasing plans demonstrating how existing operations can remain functional while new facilities are constructed.

Task 4-7 – Cost Estimating

- Prepare Opinion of Probable Costs for:
- Planning assumptions
- Building construction
- Site improvements
- Utilities
- Parking
- Equipment yards
- Soft costs
- Furniture, Fixtures & Equipment
- Escalation
- Contingency
- Phasing costs

Task 4-8 – Final Facility Master Plan

Prepare a comprehensive Facility Master Plan including:

- Executive Summary
- Existing Conditions Assessment
- Operational Assessment



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- Space Programming Report
- Adjacency Diagrams
- Department Space Requirements
- Campus Master Plan
- Conceptual Site Plan
- Building Concepts
- Parking Analysis
- Vehicle Circulation Plan
- Operational Flow Diagrams
- Construction Phasing Plan
- Cost Estimate
- Implementation Schedule
- Recommended Next Steps

5. Deliverables

The consultant shall provide:

- Existing Conditions Report
- Space Programming Report
- Stakeholder Interview Summary
- Existing Site Analysis
- Three (3) Conceptual Site Alternatives
- Preferred Campus Master Plan
- Construction Phasing Plan
- Opinion of Probable Cost
- Presentation to Town Leadership
- Presentation to Town Council (if requested)
- Final Facility Master Plan (PDF and editable CAD/BIM and GIS-compatible formats)

6. Consultant Qualifications

The selected consultant should demonstrate expertise in:

- Municipal Public Works facilities
- Alternative Delivery Methods
- Fleet maintenance facilities
- Public utility operations campuses
- Corporate/municipal space planning
- Campus master planning
- Facility programming
- Phased occupied construction
- Sustainable facility design
- CMAR project delivery
- Construction administration
- Commissioning services

Experience with Arizona municipalities is highly desirable.



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7. Future Services

The Town anticipates this planning effort will establish the foundation for subsequent professional services. Subject to successful performance, available funding, and Town approval, the selected consultant may be invited to provide additional services through future contract amendments, including:

- Architectural and engineering design (FY28)
- Construction documents
- Permitting support
- CMAR procurement assistance
- Construction administration
- Commissioning
- Post-occupancy evaluation
- Project closeout

The Town reserves the right to negotiate future phases with the selected consultant in accordance with Arizona procurement requirements.

I. SUBMITTAL REQUIREMENTS

Each SOQ shall contain ALL the following information:

1. Firm: Include firm identification, including legal name, address, the legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship) and date of establishment. If a corporation, identify the state of its incorporation. If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member. If your firm is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
2. Proposed Project Team Members: For each person proposed to render professional services for this Project, include full name, title, professional registration, address, telephone number, and relevant experience. Indicate the roles and responsibilities of each person and the percentage of their time to be spent on this Project. Attach a resume or curriculum vitae for each such person. Indicate the professional background and caliber of previous experience of each person. Provide all information required under this section for each sub-consultant.
3. Schedule for Completion (Based on projected Notice to Proceed Date provided in the Project Schedule contained in this packet): Include a detailed schedule of services and tasks showing each stage of the Project, intermediate deadlines, and the expected completion date. Include a brief description of all current projects your firm is committed to completing within the time scheduled for completion of the Project.
4. Proposed Project Approach: Include a detailed Project approach discussion. Include areas that will require special attention and those which are relatively simple. The Engineer is to provide a discussion of any services described in the “Scope of Services” which have been excluded or significantly altered in their “Proposed Project Approach”. Any proposal that does not address these exclusions or altered scope of services will be considered to include all services specified in this



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RFQ. Include the proposed QA/QC program, including who will review, when the review will occur, what will be reviewed, etc.

5. Experience: Describe firm's experience in providing similar design services to similar municipalities, agencies, and other government entities. List recent experience of at least two (2) similar projects completed by the firm and Project Manager within the past five (5) years. Include descriptions of the type of project, the proposed schedule for completion vs. actual completion schedule for each phase of basic services, any and all owner/engineer agreement change orders, the value of change order and reason therefore, and the name, address and telephone number of contact for the owner of each project. Indicate the individuals on your staff who had responsibility for each project, the level of that responsibility, and whether they are still with your firm.
6. Firm's familiarity with the area surrounding the Project.
7. Capacity and capability of the firm to perform the work on schedule.
8. Anticipated availability and response times for addressing project inquiries, RFI's, potential project challenges and field visits to address conflicts.
9. Names, addresses and telephone numbers for at least three references presently or previously served by your firm in a capacity similar to that described by the above scope of services.
10. The selected firm shall be registered pursuant to A.R.S. §32-141 and shall possess the experience necessary to complete the task for which they are retained. Please upload the A/E Registration document. The selected firm will be required to provide professional liability insurance.
11. Other factors the firm determines appropriate which would indicate that the firm has the necessary capability, competence, and performance record to accomplish this Project in a timely and cost-effective manner.
12. If the Project is to be accomplished through an affiliation with other consultants, the above requested information should be provided for each firm. Explicitly identify the lead firm. Each firm will be evaluated based upon the criteria requested in this RFQ.

The form of submittal shall not exceed 12 pages (8.5 x 11), excluding covers. A cover letter of an additional 2 pages may also be included. Except for charts, maps and graphs, **all text shall be a minimum of single spaced, uncondensed, 12-point font.** In addition to the 12-page limit, the Appendix may only contain detailed resumes and firm brochure.

All SOQs shall be submitted on or before **3:30 PM Arizona MST, Monday, September 28, 2026.** ***Statements received after this time will not be considered and will be returned unopened.***



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

IV. EVALUATION AND SELECTION PROCESS

1. Evaluation Criteria

Responses will be evaluated based on the criteria set forth in “Submittal Requirements”, as described in the “Evaluation of Statement of Qualifications” form (attached).

2. Selection Process

The Selection Committee will evaluate all valid responses to the SOQ based on the evaluation criteria set forth herein. The Town reserves the right to reject any or all SOQs in part or in whole. At the option of the Selection Committee, up to three (3) persons/firms qualified for further consideration may be called to discuss the contract and the relative methods of approach for furnishing the required professional design services. The Selection Committee may select a list of no more than three (3) persons/firms it deems to be the most qualified to provide professional design services for this Project. A presentation-interview session with each of the three (3) firms may comprise the second half of the evaluation/selection process. Interview stage is at the discretion of the selection committee and not guaranteed next step in selecting a consultant. In the presentation/interviews stage, selected consultants will be required to demonstrate their understanding and familiarity with the scope, location, and other aspects of this project. Criteria and weighting for evaluation of the presentation-interviews will be per the Evaluation of Interviews/Presentation (attached). Following the presentation interviews, the review committee will provide a ranking of candidate firms. The contract for this Project shall be awarded based on demonstrated competence and qualifications.

The Town will enter negotiations for a Contract with the highest qualified person or firm for the professional engineering design services. Firms may review an electronic copy of the Professional Services Contract which has been provided as an appendix to this RFQ. The negotiations will include consideration of compensation (a cost must be provided for the “Optional Services” portion of “**Section II. Scope of Services**”) and other contract terms. Additionally, a Not-to-Exceed cost of Reimbursable must be included in the proposal for compensation. If the Town is not able to negotiate a satisfactory contract with the person/firm considered to be the most qualified, it shall formally terminate negotiations with that person/firm. The Town may undertake negotiations with the next most qualified person/firm in sequence until an agreement is reached, or a determination is made to reject all persons/firms on the final list.

V. GENERAL TERMS AND CONDITIONS

1. This RFQ does not commit the Town to enter into an agreement, to pay any cost incurred in the preparation of an SOQ to this request or in subsequent negotiations, or to procure or contract for the Project.
2. At any time prior to the specified time and date set for the SOQ submission, a person/firm, or their designated representative, may withdraw an SOQ.



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3. The issuance of this RFQ and the acceptance of SOQs do not constitute an agreement by the Town that any contract will be entered into by the Town. The Town expressly reserves the right to:
 - Reject any or all SOQs.
 - Reissue an RFQ.
 - Extend the time frame for submission of the SOQ submittals by notification to all parties who have registered an interest in this RFQ with the Town.
 - Request more information from any or all applicants.
 - Waive any immaterial defect or informality.
 - Decline to go forward with the RFQ. The Town expressly reserves the right not to proceed to contract under this RFQ.
4. Final terms of any agreement will be established during negotiations. Negotiations may be terminated by the Town for failure to reach mutually acceptable terms.
5. Each person/firm will be responsible for all costs incurred in preparing a response to this RFQ.
6. All materials and documents submitted in response to this RFQ will become the property of the Town and will not be returned. Persons/firms selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the Town.

Question & Answer Process

Proposers may utilize the internal chat feature of Bonfire to ask any questions about the Project. Please note that these chats are considered public and will be housed on the Project listing. Questions will not be accepted via phone or email. In-person questions may only be asked during the Pre-Submittal Meeting. In-person questions asked during the Pre-Submittals meeting will be compiled and posted to the Project as an Addendum. Any such attempt to directly ask questions of Town staff through phone, email, or in-person outside of the Pre-Submittal Meeting may result in the rejection of the proposal.

Any and all questions regarding the solicitation must be submitted virtually through the Q&A feature of the Town of Prescott Valley's eProcurement portal (Bonfire). All questions must be submitted no later than the date and time indicated on the Town of Prescott Valley's eProcurement portal (Bonfire). Any violations of these guidelines by a Proposer may constitute grounds for immediate disqualification from this procurement.



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Project Schedule

Professional Services for Architectural and Design of the CIP #CF2704 – Public Works Department & Utilities Operations Facilities

PUBLICATION OF NOTICE (ADVERTISEMENT):	Sunday, August 9, 2026 and Sunday, August 16, 2026
ISSUANCE OF SOQs:	Sunday, August 9, 2026 Bonfire Portal - Electronic
PRE-SUBMITTAL CONFERENCE (NON-MANDATORY):	Tuesday, August 25, 2026 at 2:00 PM at the Civic Center, Conference Room 330 or virtual on Microsoft Teams
RECEIPT OF STATEMENTS OF QUALIFICATIONS:	Monday, September 28, 2026 by 3:30 PM - Electronic - Bonfire
EVALUATION OF STATEMENTS OF QUALIFICATIONS:	Tuesday, September 29, 2026 through Monday, October 12, 2026
OPTIONAL INTERVIEWS WITH THREE (3) SHORT LIST FIRMS	Monday, October 26, 2026
NEGOTIATIONS WITH HIGHEST QUALIFIED (CONTRACT, FEE, AND SCHEDULE):	Tuesday, October 27, 2026 through Monday, November 30, 2026
TOWN COUNCIL MEETING (RECOMMENDATION OF AWARD):	Thursday, December 10, 2026
NOTICE TO PROCEED:	Friday, December 11, 2026

SCHEDULE IS TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

PROVIDED FOR INFORMATION ONLY.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

EXHIBITS

to be submitted with the SOQ

- EXHIBIT A - Consultant Information Sheet**
- EXHIBIT B - Consultant Three-Year Contract History**
- EXHIBIT C - Consultant Performance Inquiry Form**
- EXHIBIT D - Proposer Guarantees**
- EXHIBIT E - Proposer Warranties**
- EXHIBIT F - Statement of Independence & Conflict of Interest Vendor Disclosure**
- EXHIBIT G - Affidavit of Non-Collusion**
- EXHIBIT H - Boycott of Israel Disclosure**
- EXHIBIT I - Boycott of Forced Labor of Ethnic Uyghurs Ban**



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Exhibit 'A'
CONSULTANT INFORMATION SHEET

PROJECT: Professional Architectural & Engineering Design Services for the CIP #CF2704
Public Works Department & Utilities Operations Facilities

FIRMNAME: _____

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



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Exhibit B

CONSULTANT THREE-YEAR CONTRACT HISTORY

PROJECT: Professional Architectural & Engineering Design Services for the CIP #CF2704
Public Works Department & Utilities Operations Facilities

CONSULTANT NAME: _____

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



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Exhibit C

CONSULTANT PERFORMANCE INQUIRY FORM

Professional Architectural & Engineering Design Services for CIP #CF2704

Public Works Department & Utilities Operations Facilities

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

Consultant: _____

Address: _____

REFERING AGENCY/CLIENT INFORMATION:

The Town of Prescott Valley, Arizona, is considering this Consultant's proposal to provide Professional Architectural & Engineering Design Services for the CIP #CF2704 – Public Works Department & Utilities Operations Facilities for the Public Works Department. Please rank the Consultant's past performance in the categories indicated below using a scale of 1 to 5, with 5 being exceptional. Please return to the requestor for uploading with their submittal.

WE SINCERELY APPRECIATE YOUR COOPERATION.

Name of Agency/Client: _____

Survey Completed By: _____ Position _____

Name of the project to which survey refers: _____

Note: If the Consultant met all your requirements, the Consultant should receive a score "3". The Consultant should receive a higher score only if the Consultant exceeded your requirements and expectations.

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

	CONSULTANT REFERENCES QUESTIONNAIRE	Rating
1	Technical Performance (quality of product/service)	
2	Cost Control	
3	Timeliness	
4	Business Relations (professionalism; focus on customer satisfaction; approach to change proposals, dispute resolution)	
5	Total (1+2+3+4)	

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



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Exhibit D
Proposer Guarantees

The firm certifies it can and will provide and make available, as a minimum, all services set forth in the Scope of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



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Exhibit E **Proposer Warranties**

- A. The firm warrants that it is willing and able to comply with Arizona laws with respect to foreign (non-state of Arizona) corporations
- B. The firm warrants that it is willing and able to obtain any needed insurance policies providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof as outlined previously.
- C. The firm warrants that it will not delegate or subcontract its responsibilities under a contract without the prior written permission of the Town of Prescott Valley.
- D. The firm warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Exhibit F

Statement of Independence & Conflict of Interest Vendor Disclosure Form

In connection with this proposal, the undersigned certifies the following:

1. Independence from the Town

The bidder, including its employees, officers, agents, and subcontractors, has no current or past financial interest, employment, or other relationship with the Town of Prescott Valley, or with any of its officials, agents, or employees, that would create—or appear to create—a conflict of interest or confer an unfair competitive advantage in this procurement process.

2. Disclosure of Professional Relationships

The bidder shall provide a list of any current or prior professional relationships, engagements, or affiliations involving the Town of Prescott Valley or its staff that could reasonably be perceived as a conflict of interest. If no such relationships exist, the bidder shall affirmatively state that none are known.

3. Compliance with Ethical Standards

The bidder agrees to comply with all applicable federal, state, and local laws, as well as the Town of Prescott Valley's procurement policies and ethical standards.

- ☐ I have no conflict of interest to report
- ☐ I have the following conflict(s) to report (please list relationships on
Page 2)

The undersigned acknowledges that failure to disclose relevant relationships may result in disqualification from the solicitation process or termination of any awarded contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest. Use additional pages if necessary.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



TOWN OF PRESCOTT VALLEY
CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Exhibit G - Affidavit of Non-Collusion

I, _____, who submits to the Town of Prescott Valley, a proposal for the **Public Works Department & Utilities Operations Facilities Replacement Project – CIP# CF2704**, submits...

THAT all statements of fact in such proposal are true;

THAT said proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

THAT said proposal is genuine and not collusive or a sham;

THAT said proposer has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Town of Prescott Valley or of any proposer or anyone else interested in the proposed Contract; and further,

THAT prior to the proposal submittal deadline, said proposer:

1. did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal;
2. did not directly or indirectly collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
3. did not directly or indirectly seek, by agreement, communication or conference with anyone, to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit, or cost element of his/her proposal price or of that of anyone else;
4. did not directly or indirectly submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the Town of Prescott Valley, or to any person or persons who have a partnership or other financial interests with said proposer in his/her business.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



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CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Exhibit H

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company 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.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - a. Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - b. In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, contractor must select one of the following:

- ☐ The Company executing this Contract does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.



TOWN OF PRESCOTT VALLEY
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Exhibit H - Boycott of Israel Disclosure – Page 2

- ☐ The Company executing this Contract **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title



TOWN OF PRESCOTT VALLEY

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Exhibit I

Boycott of Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35394 *et seq.*, all offerors must select one of the following:

- ☐ The Company executing this Contract **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.
- ☐ The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.



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Exhibit I - Boycott of Forced Labor of Ethnic Uyghurs Ban – Page 2

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Appendices



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

EVALUATION OF STATEMENT OF QUALIFICATIONS - (CIP #CF2704 - Long Mesas Facility Replacement Architectural/Engineering Design Services for the Public Works Department & Utilities Operations Division)				
Evaluation Criteria		Comments and Notes	Maximum Points	Points Awarded
1	Prior Experience: 1) Experience of key individual(s) involved in the development of other Facility Master Plans involving government operations 2) Demonstrated success on past projects of similar scope and complexity; 3) Experience with Public Works and Utilities Operational needs.		35	
2	Stakeholder Input 1) Clear plan on how the team is going to glean information on needs vs wants from the internal stakeholders of the facility 2) Key staff involvement during these discussions		25	
3	Project Approach: 1) Planning Phase 2) Schedule 3) Concept on how to ensure room for future growth 4) Ideas to ensure operational continuity while constructing new facility		30	
REFERENCES				
8	References (Past Performance Verification Form)		10	
			TOTAL SCORE:	100
<i>Please do not minimize the importance of an adequate response in any area.</i>				
<i>Evaluate the Statement of Qualifications and bring your finished results to the Selection Committee Meeting.</i>				
Selection Committee Member Name & Signature		Date	Name of Firm/Person Evaluated	



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

EVALUATION OF INTERVIEWS/PRESENTATIONS

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

(if required by Selection Committee)

Evaluation Criteria	Comments and Notes	Maximum Points	Points Awarded
1. Communication: Proposed and past interaction with Town Staff? Proposed Team cohesion and enthusiasm? Approach to project planning, design, innovative ideas, and cost saving measures?		30	
2. Presentation: Supplementary/complimentary to SOQ? Observation of existing conditions and grasp of key project information? Relevant to project? Quality of Presentation? Organization (i.e., clear/credible/concise)? Technical concepts? Visual aids? All information readily available and present?		30	
3. Question/Answer portion: Clear understanding of questions? Relevant answers? Answers directed to success of project, or only to firm?		30	
4. Other Relevant Issues: Define why their firm should be engaged?		10	
Total Score:		100	
		Rank:	

Please do not minimize the importance of an adequate response in any area.

Selection Committee Member Name & Signature

Date

Name of Firm/Person Evaluated



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "TOWN"), and Name of Company, a State of Incorporation corporation (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional design services for a project known and described as "CIP #XXXX – TITLE OF PROJECT", (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has authority to construct, reconstruct and maintain bridges, culverts, tunnels, sidewalks and crossways, curbs, gutters, siphons, manholes, steps, parkings and parkways and also pipes, hydrants and appliances for fire protection, and prevent and punish for injuries thereto or obstructions thereon [ARS §§9-204(B)(4) and 48-572(A)(3)]; and

WHEREAS, the TOWN has authority to widen, extend, straighten, regulate, grade, clean or otherwise improve streets and avenues of the TOWN [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-240(B)(6), 48-571(A)(21) and 48-572(A)(2),(3)&(5)]; and

WHEREAS, the TOWN has authority to construct and maintain a sanitary sewer system of tunnels, drains, conduits, channels, outlets, outfalls, cesspools, manholes, flush tanks, and septic tanks of every character [ARS §§9-240(B)(5)(a)&(b), 48-571(A)(16) and 48-572(A)(2)&(4)]; and

WHEREAS, the TOWN has authority to construct and maintain a storm water drainage system of excavations, ditches, drains, conduits, channels, outlets, outfalls, crossings and catch basins of every character [ARS §§9-240(B)(5), 48-571(A)(16) and 48-572(A)(2),(4)&(5)]; and

WHEREAS, the TOWN has authority to hold, maintain and improve real property for the use and purpose of a public park, and to expend public funds for improvements thereto [ARS §§9-494(A), 9-511 and 11-932]; and

WHEREAS, Arizona towns have power to erect, purchase or lease necessary buildings for their purposes through public bidding and otherwise, including power to hire professional registrants to design and supervise construction of buildings [ARS §§9-240(B)(1) and Title 34]; and

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Scope of Services document attached hereto as Exhibit "A" and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions.

SCOPE OF SERVICES

COPY SCOPE & FEE FROM PROPOSAL HERE

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within XXX calendar days of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through June 30, 2026, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

With respect to professional liability only, to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, 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 by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the CONSULTANT may be legally liable.



TOWN OF PRESCOTT VALLEY

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With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, 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 by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence. .

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business License for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the TOWN Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.



TOWN OF PRESCOTT VALLEY

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ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("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 any CONSULTANT or Subconsultants employee who works 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 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 or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

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

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.



TOWN OF PRESCOTT VALLEY

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Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Town Manager
 Town Of Prescott Valley
 7501 E. Skoog Blvd.
 Prescott Valley, AZ 86314



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

CONSULTANT: **NAME OF COMPANY**
CONTACT
ADDRESS
CITY, STATE ZIP

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.



TOWN OF PRESCOTT VALLEY

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ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST

This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.



TOWN OF PRESCOTT VALLEY

CIP #CF2704 – Public Works Department & Utilities Operations Facilities

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:

Town of Prescott Valley,
a municipal corporation of Arizona

CONSULTANT:

NAME OF COMPANY
State of Corporation

BY: Kell Palguta, Mayor (if going to Council)

BY: Signature

ATTEST:

Print Name & Title

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney