

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD NOVEMBER 6, 2012, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER—THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC— This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VI. PRESENTATION—REVIEW OF RECENT UPGRADES TO THE WASTEWATER TREATMENT PLANT HEADWORKS.
- VII. APPROVAL OF MINUTES — Regular Meeting of 10/16/12.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- VIII. UNFINISHED BUSINESS
 1. ORDINANCE NUMBER 590—AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 10.20.40 RESTRICTED PARKING AREAS RESERVED FOR THE PHYSICALLY DISABLED; OF TITLE 10, VEHICLES AND TRAFFIC; AND ADDING A NEW CHAPTER 10.20.40, RESTRICTED PARKING AREAS RESERVED FOR THE PHYSICALLY DISABLED; SECOND & FINAL READING.
- IX. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
 1. DISCUSSION, CONSIDERATION, AND POSSIBLE LEGAL ACTION TO IMPLEMENT THE CITY'S FISCAL YEAR 2013 COMPENSATION STUDY.
 2. APPROVAL OF THE PURCHASE OF TWO STAND-BY POWER GENERATORS FOR WELL SITE 8/9 AND LIFT STATION NUMBER 1.

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3. APPROVAL OF A DESIGN CONTRACT WITH SHEPHARD WESNITZER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT 10TH STREET RECONSTRUCTION PROJECT.
 4. APPROVAL OF STAFF PROCEEDING TO ISSUE A REQUEST FOR QUALIFICATION (RFQ) FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN OF A NEW EMERGENCY COMMUNICATIONS CENTER, FOLLOWED BY A CONSTRUCTION MANAGER AT RISK RFQ.
 5. APPROVAL OF A JOB ORDER CONTRACTING BID FOR THE CONSTRUCTION OF A NEW PARKING LOT IN OLD TOWN LOCATED BEHIND THE ORION BAKERY.
 6. RESOLUTION NUMBER 2673--DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.
 7. REQUEST FOR ADDITIONAL FUNDING FROM THE COUNCIL'S CONTINGENCY FUND FOR THE EXPANSION OF THE OLD TOWN HOLIDAY LIGHT PROGRAM.
- X. CLAIMS & ADJUSTMENTS
- XI. ADJOURNMENT

Pursuant to A.R.S. § 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

Americans with Disabilities Act Notice: The Cottonwood Council Chambers is wheelchair accessible. Those with needs for special typeface print, hearing devices or other special accommodations may request these through the Cottonwood City Clerk at 928-340-2727 (TDD 928-634-5526). Requests should be made as early as possible to allow the City sufficient time to arrange for the necessary accommodations.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 6, 2012
Subject:	WWTP Headworks Upgrades
Department:	Development Services
From:	Debbie Briekreutz, Wastewater Superintendent

REQUESTED ACTION

Review presentation of recent upgrades to the WWTP Headworks

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

BACKGROUND

Staff recently completed a project to replace the fine screen at the Mingus Avenue wastewater treatment plant headworks and will describe the project utilizing a power point presentation.

JUSTIFICATION/BENEFITS/ISSUES

N/A

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Headworks Project_rev_1.pdf	Headworks Project	Presentation

The Old Finescreen



The Bypass



The Channel Before



Channel Rehab- with Mortar



with Aquatapoxy!



The New Influent Flow Screen

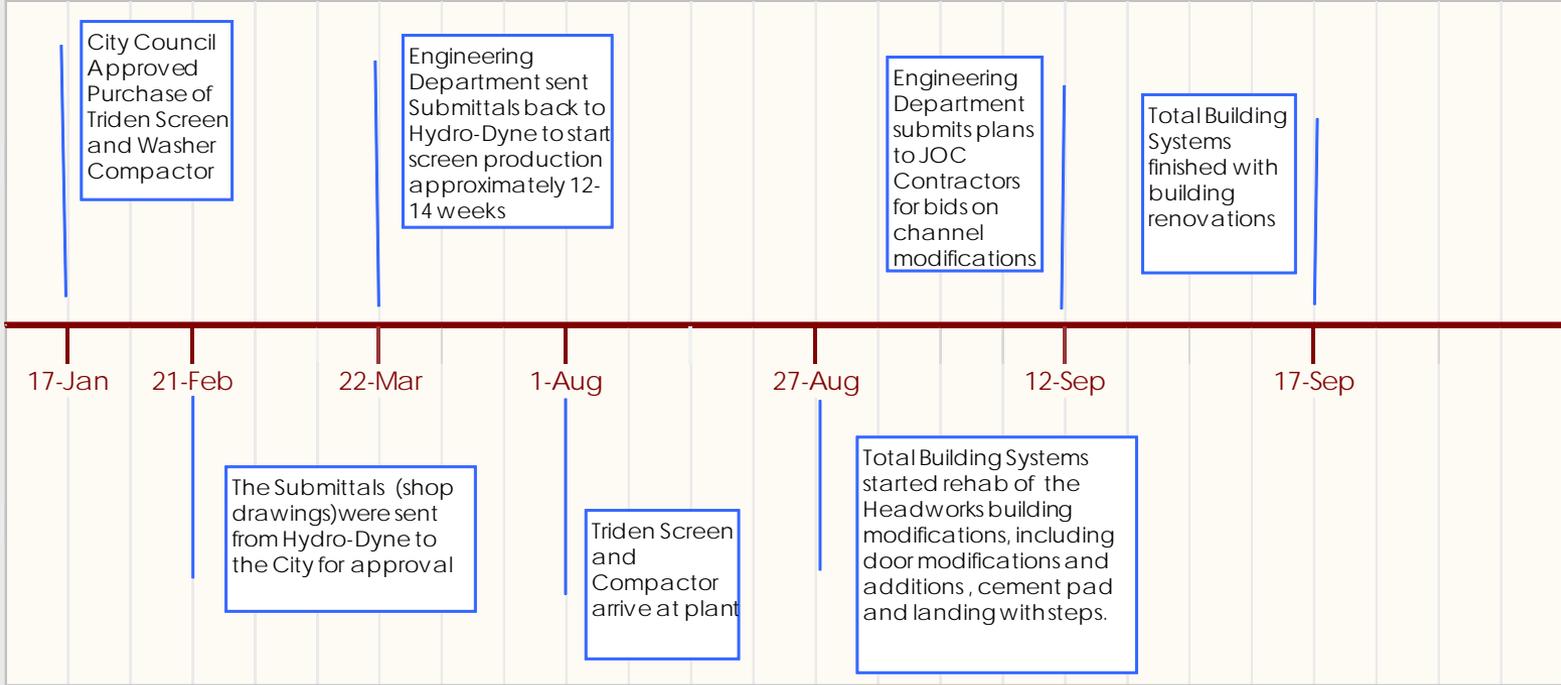


The Washing Compactor



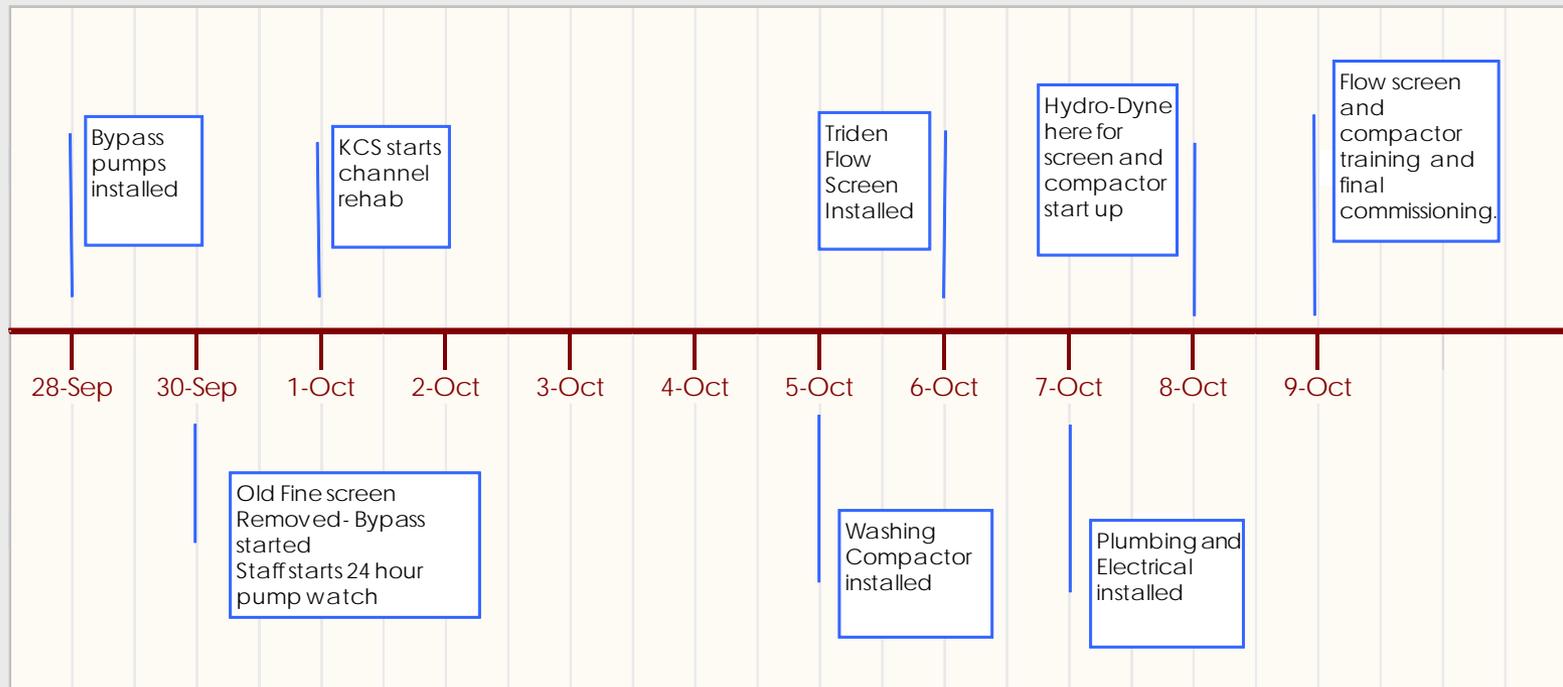
The Time Line

Headworks Project 2012



The Time Line cont.

Headworks Project 2012



The New Screen -Installed



From
the
Back



The Discharge Chute



Ready for Start Up



IT WORKS!!!



City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	November 6, 2012
Subject:	Ordinance 590 - Parking Code Amendments
Department:	City Clerk
From:	Commander Gary Eisenga, Cottonwood PD

REQUESTED ACTION

Second and final reading of Ordinance 590, amending the City's parking code to clarify the prohibition against parking in areas adjacent to spaces designated for parking for physically disabled persons.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve Ordinance 590.

BACKGROUND

The municipal court has dismissed numerous citations issued by CPD for parking in areas adjacent to spaces designated for parking for physically disabled persons, as the court has determined that the current provision of the City Code that prohibits this conduct is not sufficiently clear to sustain those citations. The proposed revisions to the code are designed to address this, and resolve any ambiguities.

JUSTIFICATION/BENEFITS/ISSUES

The proposed revisions are designed to clarify the prohibition on parking in marked areas adjacent to spaces reserved for parking by physically disabled persons and drivers transporting such persons.

COST/FUNDING SOURCE

NA

ATTACHMENTS:

Name:	Description:	Type:
 Ordinance 590 - Parking Code Changes.doc	Ordinance 590 - Parking Code Changes	Cover Memo

ORDINANCE NUMBER 590

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 10.20.40 RESTRICTED PARKING AREAS RESERVED FOR THE PHYSICALLY DISABLED; OF TITLE 10, VEHICLES AND TRAFFIC; AND ADDING A NEW CHAPTER 10.20.40, RESTRICTED PARKING AREAS RESERVED FOR THE PHYSICALLY DISABLED.

WHEREAS, the City Council finds it necessary and appropriate to update the chapter of the Municipal Code pertaining to restricted parking areas reserved for the physically disabled.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That Chapter 10.20.40, Restricted Parking Areas Reserved for the Physically Disabled, of Title 10, Vehicles and Traffic, of the Municipal Code is hereby deleted in its entirety, and a new Chapter 10.20.40, Restricted Parking Area Reserved for the Physically Disabled, is hereby adopted as follows:

10.20.40 Restricted Parking Areas Reserved for the Physically Disabled

A. No person shall stop, stand, park, occupy, obstruct, block, or otherwise bar access to a parking space designated for use by physically disabled persons by the City or other owner of the property unless that person or a passenger of that person is physically disabled as defined by Arizona Revised Statutes (A.R.S.) §28-2409.J.3. Any vehicle not displaying a windshield placard or special license plate issued in accordance with the provisions A.R.S. §28-2409 shall give rise to a presumption that neither the driver thereof nor any passenger therein is physically disabled.

B. No person shall park or leave standing any vehicle, including a vehicle displaying a windshield placard or special license plate issued in accordance with A.R.S. §28-2409, either on a line marking the boundaries of a parking space designated for disabled persons, or in any area of the pavement adjacent to a parking space designated for disabled persons that is marked by diagonal blue lines.

C. A person who is transporting a physically disabled person may park momentarily in a parking space designated for physically disabled persons or in any area adjacent to a parking space designated for disabled persons that is marked by diagonal blue lines for the sole purpose of loading or unloading a physically disabled person, and a complaint shall not be issued for such momentary parking during the loading or unloading process.

D. The prohibitions described in this Section shall apply to all public roadways and properly designated public and private parking lots and areas within the City. The posting of a "No Parking" sign by the owners or person having control of a parking lot or parking area shall constitute evidence of authorization for police officers and police aides to enforce the provisions of this Section within that parking lot or area and shall constitute a waiver of any objection by the owner or person having control of such parking lot or area to the enforcement of this Section by the police department.

E. A violation of this Section is a civil infraction and shall carry a mandatory minimum sanction of fifty dollars (\$50), plus any amounts assessed by the municipal court for penalty assessments pursuant to state law. Any person who violates the provisions of this Section two (2) or more times within any thirty (30) day period shall be subject to a mandatory minimum sanction of one hundred dollars (\$100) plus any amounts assessed by the municipal court for penalty assessments pursuant to state law for such second and any subsequent violations within such thirty-day period.

Section 2. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF NOVEMBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

ORDINANCE NUMBER 590

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Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	November 6, 2012
Subject:	FY 2013 Compensation Study
Department:	Administrative Services
From:	Diane Joens, Mayor

REQUESTED ACTION

Discussion, consideration, and possible action on the FY 2013 Compensation Study

SUGGESTED MOTION

TBD

BACKGROUND

The City Council and City Management have identified employee compensation as an area of concern for the City, inasmuch as a comprehensive review of the City's classification and compensation structure has not been conducted since 1999. Accordingly, the City recently engaged the outside firm Public Sector Personnel Consultants to conduct a comprehensive salary survey of all positions in the City service and to develop recommendations for bringing the City's compensation structure up to date and in line with the market for those positions.

That survey has now been completed, and was presented to the Council in a work session on November 2, 2012, along with specific recommendations for its implementation.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

The Council budgeted \$600,000.00 in FY 2013 to implement the results of a compensation study. Staff estimates the total cost of implementing the recommendations arising out of the study retroactive to July 1, 2012 at between \$525,000.00 and \$550,000.00 in this fiscal year.

ATTACHMENTS:

Name:	Description:	Type:
 COC Comp Study Presentation.pdf	City of Cottonwood Presentation	Backup Material

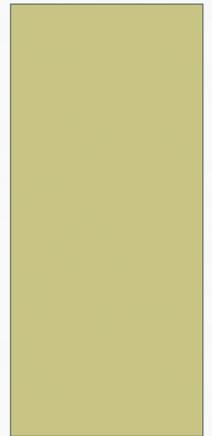
☐
[COC Class and Comp Final Presentation 10-30-12.pdf](#) Public Sector Presentation

Backup Material



CITY OF COTTONWOOD COMPENSATION STUDY

CITY COUNCIL WORK SESSION 10-30-2012



DISCUSSION TOPICS

- Merit Programs – Old & New
- Capping Salaries
- Changes to Ranges
- Quartile Information
- Marketing
- The Future
- Implementation

OLD MERIT PROGRAM

Performance Level Compa-Ratio Merit Plan

	Achievement Levels				
Compa-Ratio	1	2	3	4	5
0% - 88.99%	0%	0%	5%	6%	7%
89% - 94.99%	0%	0%	4%	5%	6%
95% - 99.99%	0%	0%	3%	4%	5%
100% - 104.99%	0%	0%	2%	3%	4%
105% - 110.99%	0%	0%	0%	2%	3%
111%+	0%	0%	0%	0%	2%

NEW MERIT PROGRAM

- Elimination of Compa-ratio
- Rating & compensation

- 1 PIP*
- 2 PIP*
- 3 3%
- 4 4%
- 5 5%

<u>Illustrative Achievement Level</u>	
1	Unsatisfactory
2	Requires Development
3	Good Solid Performer
4	Exceeds Job Standards
5	Superior Performance

*PIP – Performance Improvement Program

CAPPING SALARIES

- All positions will be capped at the top end
- COLA
 - Moves the scales
 - Based on posted annual SSA increases
 - July 1, 20XX
- Longevity
 - Based on years completed at June 30

RANGE CHANGES

Range Expansion = 45% to 75%

Salary Range	Minimum	Midpoint	Maximum	Salary Range	Minimum	Midpoint	Maximum
1	\$15,202	\$18,622	\$22,043	46	\$46,182	\$56,573	\$66,964
2	\$15,582	\$19,088	\$22,594	47	\$47,337	\$57,988	\$68,638
3	\$15,972	\$19,565	\$23,159	48	\$48,520	\$59,437	\$70,354
4	\$16,371	\$20,054	\$23,738	49	\$49,733	\$60,923	\$72,113
5	\$16,780	\$20,556	\$24,331	50	\$50,977	\$62,446	\$73,916
6	\$17,200	\$21,070	\$24,940	51	\$52,251	\$64,007	\$75,764
7	\$17,630	\$21,596	\$25,563	52	\$53,557	\$65,608	\$77,658
8	\$18,070	\$22,136	\$26,202	53	\$54,896	\$67,248	\$79,599
9	\$18,522	\$22,690	\$26,857	54	\$56,269	\$68,929	\$81,589
10	\$18,985	\$23,257	\$27,529	55	\$57,675	\$70,652	\$83,629
11	\$19,460	\$23,838	\$28,217	56	\$59,117	\$72,418	\$85,720
12	\$19,946	\$24,434	\$28,922	57	\$60,595	\$74,229	\$87,863
13	\$20,445	\$25,045	\$29,645	58	\$62,110	\$76,085	\$90,059
14	\$20,956	\$25,671	\$30,386	59	\$63,663	\$77,987	\$92,311
15	\$21,480	\$26,313	\$31,146	60	\$65,254	\$79,936	\$94,619
16	\$22,017	\$26,971	\$31,925	61	\$66,886	\$81,935	\$96,984
17	\$22,567	\$27,645	\$32,723	62	\$68,558	\$83,983	\$99,409
18	\$23,132	\$28,336	\$33,541	63	\$70,272	\$86,083	\$101,894
19	\$23,710	\$29,045	\$34,379	64	\$72,028	\$88,235	\$104,441
20	\$24,303	\$29,771	\$35,239	65	\$73,829	\$90,441	\$107,052
21	\$24,910	\$30,515	\$36,120	66	\$75,675	\$92,702	\$109,729
22	\$25,533	\$31,278	\$37,023	67	\$77,567	\$95,019	\$112,472
23	\$26,171	\$32,060	\$37,948	68	\$79,506	\$97,395	\$115,284
24	\$26,826	\$32,861	\$38,897	69	\$81,494	\$99,830	\$118,166
25	\$27,496	\$33,683	\$39,870	70	\$83,531	\$102,325	\$121,120
26	\$28,184	\$34,525	\$40,866	71	\$85,619	\$104,884	\$124,148
27	\$28,888	\$35,388	\$41,888	72	\$87,760	\$107,506	\$127,252
28	\$29,610	\$36,273	\$42,935	73	\$89,954	\$110,193	\$130,433
29	\$30,351	\$37,180	\$44,009	74	\$92,203	\$112,948	\$133,694
30	\$31,109	\$38,109	\$45,109	75	\$94,508	\$115,772	\$137,036
31	\$31,887	\$39,062	\$46,236	76	\$96,870	\$118,666	\$140,462
32	\$32,684	\$40,038	\$47,392	77	\$99,292	\$121,633	\$143,973
33	\$33,502	\$41,039	\$48,577	78	\$101,774	\$124,674	\$147,573
34	\$34,339	\$42,065	\$49,792	79	\$104,319	\$127,790	\$151,262
35	\$35,198	\$43,117	\$51,036	80	\$106,927	\$130,985	\$155,044
36	\$36,077	\$44,195	\$52,312	81	\$109,600	\$134,260	\$158,920
37	\$36,979	\$45,300	\$53,620	82	\$112,340	\$137,616	\$162,883
38	\$37,904	\$46,432	\$54,961	83	\$115,148	\$141,057	\$166,965
39	\$38,851	\$47,593	\$56,335	84	\$118,027	\$144,583	\$171,139
40	\$39,823	\$48,783	\$57,743	85	\$120,978	\$148,198	\$175,418
41	\$40,818	\$50,002	\$59,187	86	\$124,0		\$179,803
42	\$41,839	\$51,253	\$60,666	87	\$127,1		\$184,298
43	\$42,885	\$52,534	\$62,183	88	\$130,2		\$188,906
44	\$43,957	\$53,847	\$63,737	89	\$133,5		\$193,628
45	\$45,056	\$55,193	\$65,331	90	\$136,875	\$167,672	\$198,469

Old
90 ranges

New
50 ranges

Salary Range	Minimum	Midpoint	Maximum
9	\$20,266	\$24,065	\$27,865
10	\$21,279	\$25,269	\$29,258
11	\$22,343	\$26,532	\$30,721
12	\$23,461	\$27,859	\$32,257
13	\$24,634	\$29,252	\$33,870
14	\$25,865	\$30,714	\$35,563
15	\$27,158	\$32,250	\$37,342
16	\$28,516	\$33,862	\$39,209
17	\$29,942	\$35,556	\$41,169
18	\$31,439	\$37,333	\$43,227
19	\$33,011	\$39,200	\$45,389
20	\$34,662	\$41,160	\$47,658
21	\$36,395	\$43,218	\$50,041
22	\$38,215	\$45,379	\$52,543
23	\$40,125	\$47,648	\$55,170
24	\$42,132	\$50,030	\$57,929
25	\$44,238	\$52,532	\$60,825
26	\$46,450	\$55,158	\$63,867
27	\$48,773	\$57,916	\$67,060
28	\$51,211	\$60,812	\$70,413
29	\$53,772	\$63,853	\$73,934
30	\$56,461	\$67,045	\$77,630
31	\$59,284	\$70,398	\$81,512
32	\$62,248	\$73,918	\$85,587
33	\$65,360	\$77,613	\$89,867
34	\$68,628	\$81,494	\$94,360
35	\$72,060	\$85,569	\$99,078
36	\$75,663	\$89,847	\$104,032
37	\$79,446	\$94,340	\$109,234
38	\$83,418	\$99,057	\$104,698
39	\$87,589	\$104,009	\$120,430
40	\$91,968	\$109,210	\$126,452
41	\$96,567	\$114,670	\$143,693
42	\$101,395	\$120,404	\$158,422
43	\$106,465	\$126,424	\$166,343
44	\$111,788	\$132,745	\$153,703
45	\$117,377	\$139,383	\$161,388
46	\$123,246	\$146,352	\$169,457
47	\$129,409	\$153,669	\$177,930
48	\$135,879	\$161,353	\$186,827
49	\$142,673	\$169,420	\$196,168
50	\$149,807	\$177,891	\$205,976

75%

QUARTILE INFORMATION

- Four quartiles
- Full-time employees begin at second quartile
- First quartile reserved for
 - Reserves
 - Interns
 - Etc.

Salary Range	Minimum	Midpoint	Maximum
9	\$20,266	\$24,065	\$27,865
10	\$21,279	\$25,269	\$29,258
11	\$22,532	\$30,721	\$34,910
12	\$23,785	\$32,257	\$36,655
13	\$24,634	\$33,870	\$38,488
14	\$25,865	\$35,563	\$40,412
15	\$27,158	\$37,342	\$42,433
16	\$28,516	\$39,209	\$44,555
17	\$29,942	\$41,169	\$46,782
18	\$31,439	\$43,212	\$55,016
19	\$33,011	\$45,389	\$51,578
20	\$34,662	\$47,658	\$54,156
21	\$36,395	\$50,041	\$56,812
22	\$38,215	\$52,543	\$59,787

MARKETING THE PROGRAM

- Four year delay
- Leader in the Verde Valley
- Employer of Choice
- Attract and retain good talent
- Stop being the training ground for other organizations
- Competitive with our market
 - Cities & Towns
 - County
 - Fire Districts
 - DPS
 - Local public and private employers included in the Economic Research Institute's wage survey for the Flagstaff metropolitan area.
- Future Planning
- GF Budgeted \$600K, closer to \$500K

THE FUTURE

- Revamp our Longevity Policy – July 1, 2013
 - Different name?
 - May be tied to performance
- Review our benefits package
- Contract Employees
 - Treated similar to regular employees
 - Similar rating structure
 - Increases follow rating & compensation structure
 - Capping of salaries to comp study recommendations
- Future funding will depend on resources

IMPLEMENTATION

- Retroactive to July 1, 2012
- Regular full-time employees start at the 2nd Quartile
- COLA – July 1, 2013
 - Automatic
 - May withdraw due to budgetary constraints
- Next Steps
 - Present for approval November 6th regular meeting
 - November 7th begin work on all adjustments & send out Personnel Action Forms (PAF)
 - Deadline for all PAFs - November 23rd
 - Payments issued with regular payroll – December 7th

Classification Review, Salary Survey and FY 2013 Salary Plan

for the

City of Cottonwood

October 30, 2012

Project Scope

- Review and evaluate the City's existing classification structure.
- Recommend equitable placement of each classification within the structure
- Survey the City's competitive labor market to determine its level of competitiveness.
- Develop a salary plan that is internally equitable and externally competitive.

Project Goals

- Develop a hierarchy of job titles and salary ranges based on internal relationships and external competitiveness.
- Develop a competitive salary plan and fiscally responsible salary administration policy.
- “Price” jobs to be both externally competitive and internally equitable.
- Develop a salary administration policy that is readily understood by employees and easy to administer.

Methodology--First Steps

- Organizational familiarization through the review of organizational structure and updated job descriptions.
- Updated Occupational Job Titles - Job titles were updated to identify the current work performed at the City.
- Quality Review – Human Resources and department managers reviewed the preliminary classification titles to provide feedback.

Classification Findings and Actions

- The approximately 108 job titles currently in use were consolidated into 98 job classes in the position classification plan.
- Detailed on Table 2 to follow

Table 1 – Schematic of Occupational Job Classes

Occupational Job Families and Job Classes	FLSA
Administrative and Clerical Support Group	
* Assistant to the City Manager	N
Administrative Assistant, Senior	N
* Administrative Assistant	N
Front Desk Supervisor	N
* Records Clerk	N
Finance and Accounting Group	
* Accounting/Budget Manager	E
* Budget Analyst	N
* Accounting Specialist II	N
* Accounting Specialist I	N
Purchasing	
Purchasing Agent	E
Human Resources Group	
* Human Resources Manager	N**
* Human Resources Specialist	N
Information Technologies Group	
* Information Technology Manager	N**
* Information Technology Technician	N
Court Group	
* Presiding Magistrate	E
* Court Administrator	E
Court Clerk II	N
* Court Clerk	N
* Survey Benchmark	

Partial list only



FLSA Designations

- Provided on Table 1 for administrative purposes only.
- FLSA requires the employer prove the duties meet every criteria of the claimed exemption.
- Exemptions must be determined at the position level.
- ** indicates the job duties on the job description did not clearly meet the FLSA criteria for “exempt”.

Table 2 – Index of Current to Recommended Job Classes

Transaction Codes:		
M = Merge Into Other Class	S = Split into Two or More Classes	
T = Title Modification	N = No Change	
D = Delete Class Title	J = New Job Class	
Current Job Class	Recommended Title	Trans Code
Accounting Technician	Accounting Specialist I	T
Accounting Technician II	Accounting Specialist II	T
Acctg/Budget Mgr	Accounting/Budget Manager	N
Administrative Assistant - Economic Development	Administrative Assistant	T
Administrative Assistant - Transportation	Administrative Assistant	M,D
Administrative Assistant / City Hall	Administrative Assistant	M,D
Administrative Coordinator/Permit Technician Planning	Administrative Assistant, Senior	T
Administrative Coordinator - Fire Department	Administrative Assistant, Senior	M,D
Administrative Coordinator - Parks & Recreation	Administrative Assistant, Senior	M,D
Administrative Coordinator - Public Works & Airport	Administrative Assistant, Senior	M,D
Administrative Coordinator - Utility Department	Administrative Assistant, Senior	M,D
Administrative Services General Manager	Administrative Services General Manager	N
Administrative Technician - Police	Administrative Assistant, Senior	M,D
Aquatics Center Supervisor	Aquatics Center Supervisor	N
Arsenic Treatment Spec	Arsenic Treatment Specialist	N
Budget Analyst	Budget Analyst	N
Building Inspector	Building Inspector	N
Building Maintenance Specialist I	Facilities Maintenance Technician I	T
Building Maintenance Specialist II	Facilities Maintenance Technician II	T

Summary of Position Transactions

	Classification <u>Transaction</u>	% of <u>Total</u>
- (N) No change	68	63%
- (T) Title modification only	28	26%
- (M,D) Merged with other class & deleted	10	9%
- (J) New job classification	2	2%

Salary Survey Methodology

- Competitors are those employers with whom the City competes, both public and private, to obtain and retain employees
- Competitors may be different by job classification
 - Executive (size sensitive) classifications
 - Municipal-specific classifications
 - Non-municipal-specific classifications
 - Occupations being compared, not employees

Comparator Employers

Comparator employers were recommended based on the City's relevant labor market for the following distinct occupational groups:

- **Executive/Senior Management Positions (size sensitive)** – Arizona municipalities under 70,000 in population.
- **Local Government Specific Occupations** – local government employers.
- **Non Government Specific Occupations** – Local public and private employers included in the Economic Research Institute's wage survey for the Flagstaff metropolitan area.

Salary Survey Methodology

Comparator employers include the following:

Arizona DPS (sworn police)	Flagstaff	San Luis *
Camp Verde	Florence	Sedona
Camp Verde Fire District	Kingman	Sedona Fire District
Camp Verde Water System	Nogales	Show Low *
Central Yavapai Co Fire District	Page *	Somerton
Chino Valley	Payson	Verde Valley Fire Prot Dist.
Clarkdale	Pinetop-Lakeside	Wickenburg
Coolidge	Prescott	Williams *
Douglas	Prescott Valley	Winslow
Eloy	Sahuarita	Yavapai County

* *Salary information requested, but no response received.*

Salary Survey Methodology

School Districts:

Cottonwood/Oak Creek Schools

Mingus Union High School

Published survey data includes:

Economic Research Institute – Flagstaff MSA (Private Sector data)

Salary Survey Methodology

- **Comparative Data on Benchmark Jobs** – salary range data was extracted from the individual pay plans of comparator employers.
- **Salary Range Midpoint Comparison** – We used a “structure-to-structure” midpoint method to compare the City’s salary range Midpoint to the prevailing rates.
- **Illustrative Salary Range:**



Table 3 – External Prevailing Rates Comparison

Current Job Class Title	Recommended Job Class Title	Cottonwood Midpoint	Survey Midpoint	Variance	
				\$	%
:	:	:	:	:	:
:	:	:	:	:	:
Transportation Driver	Transportation Driver	\$29,045	\$31,592	-\$2,548	-8.06%
Records Clerk - Police Department	Records Clerk	\$30,515	\$33,100	-\$2,585	-7.81%
Civil Engineering Designer/Drafter	Civil Engineering Technician I	\$42,066	\$45,330	-\$3,264	-7.20%
Police Officer	Police Officer	\$45,300	\$49,037	-\$3,738	-7.62%
Utility Engineer P.E.	Engineer P.E.	\$65,608	\$70,330	-\$4,722	-6.71%
Public Works and Utility Maintenance Specialist	Public Works Maintenance Technician III	\$36,273	\$38,604	-\$2,331	-6.04%
Building Maintenance Specialist I	Facilities Maintenance Technician I	\$29,045	\$30,638	-\$1,594	-5.20%
Accounting Technician	Accounting Specialist I	\$32,862	\$33,873	-\$1,011	-2.98%
Building Maintenance Specialist II	Facilities Maintenance Technician II	\$35,388	\$36,066	-\$678	-1.88%
Administrative Assistant - Economic Development	Administrative Assistant	\$30,515	\$30,771	-\$256	-0.83%
Information Technology Technician	Information Technology Technician	\$45,300	\$45,475	-\$175	-0.39%
Parks and Buildings Maintenance Worker	Public Works Maintenance Technician I	\$29,045	\$28,900	\$144	0.50%
Library Technician	Library Assistant I	\$31,278	\$30,815	\$463	1.50%
Library Clerk	Library Clerk	\$27,645	\$26,953	\$692	2.57%
Fire Engineer	Fire Engineer	\$52,534	\$50,056	\$2,478	4.95%
Firefighter	Firefighter	\$47,593	\$44,550	\$3,043	6.83%
Fire Captain	Fire Captain/Medic	\$65,608	\$61,211	\$4,397	7.18%
Library Specialist	Library Assistant II	\$39,062	\$36,238	\$2,823	7.79%
Accounting Technician II	Accounting Specialist II	\$43,117	\$39,119	\$3,998	10.22%
Head Lifeguard	Head Lifeguard	\$30,515	\$25,369	\$5,146	20.28%
:	:	:	:	:	:
:	:	:	:	:	:

Note: Partial list of benchmarks. The full list of benchmark jobs is included in the written report.

Summary of Total Job Classes and Survey Benchmarks

	No of Job Classes	% of <u>Total</u>
All Job Classes:	108	
Jobs Surveyed	97	90%
Benchmarks (5 or more data points)	74	69%
Salary Planning Benchmarks (not City jobs)	7	
Less than 5 data points	15	

Salary Survey Findings

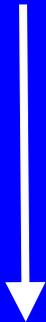
<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>	<u>Range of Variance</u>
Below	50	67.6%	-15.26%	- 37.24% / - 5.20%
Comparable	14	18.9%	- 0.27%	- 4.11% / + 4.95%
Above	10	13.5%	+15.18%	+ 6.83% / +29.48%

NOTE: Relationship of +/- 5% to the prevailing rates is considered comparable to the prevailing rates.

Methodology--Next Steps

Utilize the recommended **Permanent Salary Range Table** – which provides equal in-range salary opportunity of 75% for all job classes, standard 5% between sequential salary range midpoints:

50 Ranges



Grade	Min (of Q1)	Mid (Min of Q3)	Max (of Q4)
12	\$23,461	\$32,257	\$41,053
13	\$24,634	\$33,870	\$43,106
:	:	:	:
20	\$34,662	\$47,658	\$60,655
21	\$36,395	\$50,041	\$63,687

Salary Plan Development

- **Assignment of Job Classes to Salary Ranges** - We utilized the salary survey results and the Permanent Salary Range Table and assigned all City jobs (benchmark and non-benchmark jobs) to a salary range that reflects the City's internal job hierarchy and the external prevailing rates (Midpoints).
- **Prevailing Rates** – Benchmark jobs were placed in the salary range whose Midpoint most closely matches the prevailing rate.
- **Quality Control Review** - We conducted a quality review with the City Manager, HR Manager, and Admin Services GM to confirm the internal relationships and salary range assignments.

In-Range Adjustments

- Used to create separation between employees in the same job class
- Based on years in position
- One-time only
- No adjustment if at or above target quartile

Yrs in Position	Target Quartile
<5	2
5 to 10	3
11 plus	4

Longevity Placement

- Used to recognize long employment with the City
- Based on years of service with City
- Percentage of the salary range Midpoint

Yrs w/City	% of Mid
<2	0%
2 – 3	1.0%
4 – 5	1.5%
6 – 9	2.0%
10 – 14	2.5%
15 – 19	3.0%
20 – 24	3.5%
25 plus	4.0%

Cost to Implement the FY 2013 Salary Plan

City of Cottonwood
Table 7 - Estimated Fiscal Impact of FY 2013 Salary Plan
100% of Prevailing Rates Competitiveness Policy

		@ 100%
Number of Employees		184
Total Payroll		\$8,262,610
Number of Employees Below Minimum		4
As % of total employees		2.17%
Total \$ below Minimum	+	\$20,746
As % of total payroll		0.25%
Average amount below Minimum		\$0
Number of Employees Between Minimum and Midpoint		146
As % of total employees		79.35%
\$ to Bring from Minimum to Midpoint		\$979,286
As % of total payroll		11.85%
Number of Employees Below Midpoint		150
As % of total employees		81.52%
Total \$ below Midpoint		\$1,000,032
As % of total payroll		12.10%
Average amount below Midpoint		\$6,667
Number of Employees Between Midpoint and Maximum		33
As % of total employees		17.93%
Number of Employees Above Maximum		1
As % of total employees		0.54%
Total \$ over Maximum		\$3,990
As % of total payroll		0.05%
Average amount over Maximum		\$3,990
No. of Employees Below Target Quartile		83
Total \$ to Target Quartile	+	\$269,544
Longevity Placement	+	\$134,143
Total Implementation Cost	=	\$424,433

Recommendations

- Adopt a permanent prevailing rate-related salary policy.
- Establish the City's level of competitiveness at 100% (\pm 5%) of the market.
- Utilize the FY 2013 Permanent Salary Range Table and salary range assignments in Table 4 and 5 of the report.
- Annually update the salary plan by reallocating job classes to different salary ranges on the Salary Range Table reflecting individually varying prevailing rate movement of each job class.
- Bring all employees below minimum up to the minimum of the new range.

Prevailing Rate Policy

- We recommend the City adopt a prevailing rate policy to place its salary competitiveness as close to the prevailing rates as financially able.
- "*At the prevailing rates*" is defined as +/- 5% of the survey jobs' averages matching the City's benchmark job classes.
- This policy will permit the City to consider internal occupational group relationships, supply and demand in the marketplace for specific occupations, and financial constraints.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 6, 2012
Subject:	Utility Department Generators
Department:	Development Services
From:	Roger Biggs, Utility Administrative Manager

REQUESTED ACTION

Consider approval of the purchase of two (2) stand-by emergency power generators.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the purchase of two stand-by emergency power generators for Well site 8/9 and Lift Station Number 1 from Cummins Rocky Mountain for the amount of \$80,978.00.

BACKGROUND

Well site 8/9 on Willard St. has a large service area and a recently installed 480,000 gallon reservoir to supplement the existing 100,000 gallon reservoir. In the event of a short or long-term APS power disruption, the installation of a standby generator at this site would allow the Utility Department to extend this service area to cover well sites that have lost power and are no longer able to adequately serve customers. Enabling the Utility Department to continue service would substantially mitigate the impact of an APS power loss.

Lift Station Number One, which is located on East Cottonwood Street next to the Cottonwood Ditch, is an integral part of the sewer collection system. The back-up power generator at this site is showing signs of deterioration and requires replacement. This generator provides backup power when APS cannot provide service; if power is lost and the generator does not function properly, the lift station will overflow affecting the area surrounding the site and result in ADEQ sanctions.

Staff had previously solicited bids for this item. However both respondents to the previous request for bids were deemed to be non-responsive. On July 17th 2012, Staff came before Council with a request that both bids be rejected and a new request for bids be advertised.

JUSTIFICATION/BENEFITS/ISSUES

Funds for this purchase in the amount of \$145,000 were appropriated in FY 2011/12 and carried over to FY 2012/13. The request for bids for two (2) permanent stand-by generators were advertised per City procurement policy.

Three bids were received:

<u>Firm Name</u>	<u>Generator 1</u>	<u>Generator 2</u>	<u>Total</u>
Cummins Rocky Mountain	\$ 60,390.00	\$20,588.00	\$80,978.00
AGM Sales & Service	\$ 82,690.00	\$26,366.67	\$109,057.27
Cobra Power Systems	\$ 102,845.00	\$25,875.00	\$128,720.00

The bids and generator specifications were checked and found to be in compliance with the City's requirements. The benefits derived from these installations are two-fold.

- Improved or continued water delivery to customers during power failures.
- The avoidance of health, safety, and compliance issues created by a possible sewage overflow situation.

COST/FUNDING SOURCE

Water and Wastewater capital funds.

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	November 6, 2012
Subject:	CDBG 10th Street Design
Department:	Development Services
From:	Dan Lueder, Development Services

REQUESTED ACTION

Consider approval of a design contract for the Community Development Block Grant 10th Street reconstruction project.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:
I move to approve the design contract with Shephard/Wesnitzer for design of the 10th Street CDBG project and authorize the Mayor to sign the contract.

BACKGROUND

On March 11, 2011, Council authorized staff to pursue a Community Development Block Grant for the reconstruction of 10th Street from Mingus Avenue to Main Street. The City was subsequently notified that the grant application had been approved and staff began development of a Statement of Qualifications (SOQ) solicitation to select a design engineer for the project. Upon receipt of the completed SOQ's, the firms were rated by the review team and Shephard/Wesnitzer was selected as the highest rated firm.

Staff has been negotiating a scope of work with Shephard/Wesnitzer and the contract being presented in this item is the result. The contract, under the scope of services (section 3) lists the various tasks associated with the design and a not to exceed cost for each task. The contract is not based on a lump sum and the City will be invoiced based on the actual hours worked for each task. Upon completion of the design the project will be bid according to applicable State, City and CDBG requirements.

Because the grant was limited, the design phase services will be paid by the City HURF and Enterprise funds (the enterprise fund will pay for the cost of waterline replacement and reclaimed water construction design).

JUSTIFICATION/BENEFITS/ISSUES

This section of 10th Street is in need of reconstruction and the addition of sidewalks for safe pedestrian and school children use. The CDBG grant will fund a major portion of this project

using grant funds.

COST/FUNDING SOURCE

HURF and Enterprise funds

ATTACHMENTS:

Name:	Description:	Type:
 10th_st_cbdg_eng_serv_2012.doc	10th Street Design Contract	Backup Material

CITY OF COTTONWOOD

CONTRACT FOR 10th STREET CDBG ENGINEERING DESIGN SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2012, by and between Shephard-Wesnitzer, Inc., 1756 East Villa Drive Suite C-17, Cottonwood, Arizona 86326, hereinafter designated the ENGINEER, and City of Cottonwood, an Arizona municipality, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CITY.

WITNESSETH: That the said ENGINEER, for and in consideration of the sum to be paid by the CITY, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

The ENGINEER shall furnish any and all labor, materials, equipment, transportation, services and facilities required to provide professional civil engineering services to CITY for the 10th Street, Mingus to Main CDBG Improvement Project. The engineering services shall be as follows:

1.0 DESCRIPTION OF PROJECT

The Project will consist of surveying and engineering services related to the design of the reconstruction and improvements to 10th Street from Mingus Avenue to Main Street. Anticipated work will include the design of approximately 1700 feet of street improvements, new 12" reclaimed water line, and 500 feet of new 8" water line. The project construction is partially funded by a Community Development Block Grant (CDBG).

2.0 PURPOSE

The purpose of the Engineering Services will be to provide technical support for the planning and civil engineering design of the construction plans for the proposed project.

3.0 SCOPE OF SERVICES

The items listed below are included in the scope of work for this project. The dollar amounts listed after each item of work are not-to-exceed amounts for that item, and not guaranteed payment amounts:

3.1: Supplemental Topographic Survey

Perform supplemental field topographic survey of approximately 1700 linear feet of roadway for the proposed project including the intersections of Mingus Avenue, Main Street, Cochise and

Coconino Streets. Survey will include relevant aboveground features including edge of road, driveway entrances, fences, above ground structures and utility features, culvert inverts, toe of slopes and top of slopes, edge of pavement, and adjacent property corners, and research for property lines, and right-of-way limits, (including Results of Surveys, maps, and plats) A minimum of two vertical and horizontal controls shall be established in the area of the project for plan set reference.

\$4,800.00

3.2: 30% Concept Plans / Site Meeting Design

Using the topographic survey as a base sheet, preliminary 30% concept plans (3 sheets at 1" = 20') will be prepared using the typical roadway section for the project showing proposed curb, gutter, sidewalk and reclaimed line locations. The plans will be reviewed with City staff and a site meeting with staff will determine limits of reconstruction and improvements for the project.

\$4,600.00

3.3: 60% Preliminary Drawings

Prepare 60% design drawings including plan and profile sheets with layout revisions based on the concept plan layout and site meeting with City staff. Work effort is based on the preparation of four 24" x 36" format plan drawings prepared at a scale of 1" = 20', one cover sheet, one notes sheet and one details sheet.

\$8,200.00

3.4: Preliminary Cost Estimate

Provide an opinion of probable cost for the construction of all site improvements based on the 60% preliminary drawings. The opinion will provide a breakout of all construction line items identified on the drawings plus potential contingencies and will be the basis for determining add alternate items.

\$600.00

3.5: Preliminary Utility Coordination

Utility coordination will include coordination with the City's Utility Department regarding existing and proposed water mains, sewer mains, reclaimed lines and effluent force mains for the project. Coordination will also include discussion and submittal of 60% roadway design plans for comment by Arizona Public Service, Century Link, Unisource and local cable television providers.

\$1,500.00

3.6: Public Hearing

Work includes attendance at one public meeting with the City and adjacent property owners, where the 60% project plans can be discussed and input can be received and considered, before proceeding with 90% plan preparation. The public hearing will be organized by City staff and a work session with the City Council will also be attended after the public hearing date.

\$600.00

3.7: 90% Construction Plans

Prepare 90% design drawings including plan and profile sheets with layout revisions based on review comments of the preliminary plans, the results of the preliminary cost estimate, input from the utility coordination, public meeting and City staff. A drainage summary analysis will also be prepared that addresses existing and proposed drainage conditions for the project including proposed drainage facilities within the project. The topographic survey will be used as the basis for any exhibits showing existing conditions and drainage patterns. The analysis will review final roadway design conditions and will provide specific design parameters and details for storm drainage structures. The 90% construction plans will show all proposed grades, drainage improvements, street geometrics and new permanent traffic control signs. Drawings will include details and specifications for improvements not covered by MAG and ADOT specifications and standards.

\$9,500.00

3.8: 90% Cost Estimate

Update the opinion of probable cost for the construction of all site improvements based on the 90% construction plans. The opinion will provide a breakout of line items identified on the drawings including add alternate items with a reduced potential contingency.

\$400.00

3.9: NACOG/City/Utility 90% Review

Review and coordination with NACOG, City and Utility companies of the 90% plans set regarding proposed improvements and potential conflicts. Specific design issues will be reviewed. This item includes attendance of at one meeting.

\$900.00

3.10: 100% Construction Drawings

Final construction plans will be prepared based on review comments of the 90% plans, 90% cost estimate and input from NACOG, City and Utility companies.

\$2,200.00

3.11: Storm Water Pollution Prevention Plans

Prepare storm water pollution prevention plans, based on the final construction drawings, which will be added to the final plan set. Plans and specifications will identify temporary and permanent erosion protection facilities. Estimated total number of sheets is three.

\$1,500.00

3.12: Final Cost Estimate

Update the opinion of probable cost for the construction of all site improvements based on the 100% construction plans. The opinion will provide a breakout of all construction line items identified on the drawings including add alternate items with a reduced potential contingency.

\$400.00

3.13: Water Main Permitting

An application for approval to construct will be prepared for the water main portion of the project. A design report/letter will be prepared based on existing system pressures and flow rates provided by the City, and submitted for regulatory review and approval with the construction plans for permitting. Modeling of the existing water system and specific line sizing is not included.

\$1,600.00

3.14: Bid Phase Technical Assistance

Provide assistance to City staff for response to technical questions (which have been reviewed and forwarded by City staff), preparation of Bid Addendums to Construction Documents, attendance at the pre-bid conference, attendance at the bid opening, and review of bid tabulation with recommendation for award.

\$1,300.00

3.15: Construction staking

Construction staking will include establishment of two local benchmarks for use as primary control for on-site construction. Staking for the project will be performed on a one-time basis and shall include saw cut locations for removal items, subgrade stakes for the roadway, 50' waterline and reclaim line stationing stakes, storm drain pipe, back of curb and blue top of ABC. When the project has been bid and awarded; coordination with the selected contractor will determine scheduling.

\$5,300.00

4.0 WARRANTY REGARDING SCRUTINIZED BUSINESS OPERATIONS

ENGINEER warrants that it does not have scrutinized business operations in either Sudan or Iran.

5.0 CONTRACT DOCUMENTS

The Request for Proposals, Technical Specifications and Details, Special Provisions, Addenda, if any, as accepted by the City, Certificates of Insurance, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by and instrument in writing signed by a duly authorized representative of each party.

The ENGINEER will:

- a. Submit all reports and invoices specified in the Scope of Work in this Agreement.
- b. Preserve and make available all records for a period of five (5) years from the date of

final payment under this Agreement and for such period as required by any other paragraph of this Agreement including the following:

- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination;
- ii. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by the City shall be retained by the ENGINEER until such appeals, litigation, claims or exceptions have been finally resolved;
- iii. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

6.0 CONTRACT TIMES

This Agreement shall be effective on the date of signing by CITY and shall continue through award of bid for the project construction.

7.0 COMPENSATION AND PAYMENTS

Total compensation under this Contract shall be based on the fee schedule set forth as Exhibit A to this Contract, and shall not exceed a total of \$43,900. This total includes reimbursable expenses of up to \$500.00, billed at cost plus 10 percent. The ENGINEER shall provide monthly billing to the CITY, said billing to be processed and paid upon receipt of a correct invoice, according to the city finance department policies. An itemized breakdown of the hours worked shall be shown per task on any invoice submitted.

8.0 INDEPENDENT CONTRACTOR STATUS

ENGINEER shall operate as an independent contractor and not as an officer, agent, servant, or employee of the City. ENGINEER shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, ENGINEER is responsible for providing all workers' compensation insurance required by law.

The ENGINEER understands that the ENGINEER is responsible to pay, according to law, the ENGINEER'S income tax. If the ENGINEER is not a corporation, the ENGINEER further understands that the ENGINEER may be liable for self-employment (social security) tax, to be paid by the ENGINEER according to law.

The ENGINEER has no authority to enter into contracts or agreements on behalf of the CITY.

This Agreement does not create a partnership between the parties.

The ENGINEER declares that the ENGINEER has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

9.0 INDEMNIFICATION AND INSURANCE

- 9.1: The ENGINEER shall indemnify, defend, and save harmless the CITY and any of its agents, officials, and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by the CITY on account of loss of or damage to any property, or for injuries to or death of any person caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the ENGINEER, its employees, agents, or representatives, or subcontractors, their employees, agents, or representatives, in connection with, or incident to the performance of this Contract, or arising out of Worker's Compensation claims of employees of the ENGINEER and/or its subcontractors, or claims under similar such laws or obligations. The ENGINEER'S obligation under this section shall not extend to any liability caused by the negligence of the CITY or its employees.
- 9.2: The ENGINEER shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage:
- A. Commercial general liability insurance with a minimum combined single limit of two million dollars (\$2,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, ENGINEER'S protective, and products and completed operations.
 - B. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to ENGINEER'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 - C. Worker's Compensation (statutory limits), and Employer's Liability Insurance (\$500,000 each occurrence).
 - D. Professional liability insurance covering damages resulting from errors or omissions of the Engineer. The limit of liability shall be not less than \$1,000,000.

The Engineer shall name CITY, its agents, officials and employees as Additional Insured (except for Professional Liability and Workers Compensation Insurance, which does not apply) and shall specify that the insurance afforded by the Engineer shall be primary

insurance and that any insurance coverage carried or self-insurance of the CITY, or any employee shall be excess coverage and not contributory insurance to that provided by the Engineer. Said policy shall contain a severability of interest provision. CITY reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Engineer.

The Engineer shall provide the CITY with Certificates of Insurance with Additional Insured endorsements within ten (10) days of Agreement award evidencing the coverage's required above. Such certificates shall provide that the CITY is given at least thirty- (30) day's prior written notice of any cancellation of, intention not to renew, or material change in such coverage. Engineer must provide Certificates of Insurance before commencing work in connection with the Agreement.

- 9.3: Additional insurance coverage may be required at the CITY'S discretion where the nature of the services to be performed is deemed to be hazardous in nature.
- 9.4: The policies required by section B.1. and B.2. shall name the CITY, and its respective agents, officials, and employees as additional insured's and shall specify that the insurance afforded the ENGINEER shall be primary insurance and that any insurance coverage carried by the CITY or its employees shall be excess coverage and not contributory insurance to that provided by the ENGINEER. Said policy shall contain a severability of interest's provision.
- 9.5: Failure on the part of the ENGINEER to procure and maintain the required liability insurance and provide proof thereof to the CITY within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of Contract upon which the CITY may immediately terminate the Contract. The CITY reserves the right to request and receive copies of any or all of the above policies and/or endorsements.

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

10.0 SUSPENSION/CANCELLATION OF AGREEMENT

10.1 Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by CITY or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CITY or its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent 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.

10.2 The City may at any time and in any manner direct ENGINEER to suspend its performance of services under this Contract, and if so directed, ENGINEER shall immediately

suspend performance until and unless otherwise directed by the City.

10.3 The City may cancel this Contract at any time for any reason by providing written notice to the ENGINEER. In such case the City shall be liable only for payment for services performed and/or expenses incurred up to the time of the ENGINEER'S receipt of the notice of cancellation.

11.0 NON-DISCRIMINATION

The ENGINEER shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 75-5, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities. The ENGINEER shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The ENGINEER shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The ENGINEER shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

12.0 NOTICE

Except as otherwise provided by this Contract, any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

ENGINEER

City of Cottonwood

c/o _____

c/o _____

13.0 CHOICE OF LAW

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona.

14.0 SEVERABILITY

If any part of this Contract shall be held unenforceable by a court of competent jurisdiction, the rest of the Contract will nevertheless remain in full force and effect.

15.0 WAIVER

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party’s subsequent rights and obligations under that provisions. Waiver by either party of the breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provisions or as waiver of such provision itself.

16.0 E-VERIFY

CONTRACTOR E-VERIFY STATEMENT

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the City. The City retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE: _____

TITLE: _____

Shephard-Wesnitzer, Inc.

Name

Date of Signing

Title

CITY

City of Cottonwood

By: _____
Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

By: _____
Steve Horton, City Attorney

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	November 6, 2012
Subject:	Emergency Communications Center - Request for Qualifications for Architectural/Engineering and Construction Manager at Risk firms.
Department:	Development Services
From:	Scott Mangarpan, Project Manager Development Services

REQUESTED ACTION

Staff is requesting Council's direction to proceed with issuing two Request for Qualifications (RFQs) for the Emergency Communications Center project. The first RFQ will be issued for Architectural/Engineering services for the design of the Emergency Communications Center. Once the selection process has been completed and the negotiated contract approved by Council the second RFQ for Construction Manager at Risk firms will be issued.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to have staff proceed with issuing two Request for Qualifications (RFQs) for the Emergency Communications Center project. One for Architectural/Engineering and one for Construction Manager at Risk firms.

BACKGROUND

Currently the city provides emergency communications/dispatch services for the Cottonwood Police Department and adjacent agencies from a space within the Public Safety building that is inadequate for the dispatch function.

The City is interested in building a new facility to support emergency communications for the City of Cottonwood's police, fire and EMS services with the potential to add subscribing agencies in the future.

In order to proceed with the design of the new Emergency Communications Center City staff is requesting Council's direction to proceed with issuing two Request for Qualifications (RFQs). (see attached RFQs)

Staff is soliciting Statements of Qualifications (SOQs) from Architectural/Engineering firms

with the intent to award a contract for architectural and engineering services for the design of an Emergency Communications Center.

Staff is also soliciting SOQs from Construction Manager at Risk firms with the intent to award a single, two-phase contract for design phase/pre-construction services and for the construction of the Emergency Communications Center.

JUSTIFICATION/BENEFITS/ISSUES

A new Emergency Communications Center will provide the necessary facilities to support emergency communications for the City of Cottonwood. This will include police, fire and EMS services with the potential to add subscribing agencies in the future. This project is also identified on the Council's Strategic Plan as a goal.

To support proceeding with the design of the Emergency Communications Center staff must solicit Statements of Qualifications from interested design firms and Construction Manager at Risk firms as part of the selection process.

COST/FUNDING SOURCE

Capital Improvement Fund - \$350,000 has been budgeted for the design of the this facility.

ATTACHMENTS:

Name:	Description:	Type:
 City of Cottonwood RFQ FOR CM@R SERVICES.DOC	RFQ for CMAR - Emergency Communications Center	Backup Material
 COTTONWOOD RFQ for Architectural and Engineering Services.doc	RFQ for Design - Emergency Communications Center	Backup Material



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

**SOLICITATION TYPE:
SERVICES SOUGHT:**

**SOLICITATION INVITATION NO.:
RESPONSE DUE DATE AND TIME:
LOCATION:**

REQUEST FOR QUALIFICATIONS

Construction Manager at Risk for the Emergency Communications Center

2012-PW-03

TBD at 3:00 pm local Arizona time

City of Cottonwood

Administrative Services Department

Purchasing Division

816 N. Main Street

Cottonwood, Arizona 86236

Notice is hereby given that the City of Cottonwood, (hereinafter referred to as "City") is soliciting Statements of Qualifications from Construction Manager at Risk (CMAR) Firms, in accordance with Arizona Revised Statutes (A.R.S.) Title 34, for the design constructability review and construction of the **Emergency Communications Center (ECC)**. The ECC Project, hereinafter referred to as "the Project" or "the Work" includes: obtaining all required permits; design constructability review, providing all material, equipment and labor necessary to construct the entire Facility; acceptance testing; and, commissioning of the Facility.

The City invites interested persons or firms to submit written Statements of Qualifications (SOQs) relating to this project. This procurement will be a one-step competition pursuant to A.R.S. § 34-603(C), with the intent to award a single, two-phase contract pursuant to A.R.S. § 34-603(E) for design phase/pre-construction services, and for construction services, subject to the negotiation of an acceptable guaranteed maximum price for construction of the Project. A Selection Committee organized pursuant to A.R.S. § 34-603(C)(3), and including at least one (1) employee of the City or a representative appointed by the City, will evaluate the Respondents' qualifications and experience with similar projects. The selection criteria and relative weight of the selection criteria to be used in evaluating the SOQs are set forth below in this RFQ. Based on these criteria and relative weights, the Selection Committee will select at least three (3) but no more than five (5) persons or firms to be interviewed. The selection criteria and relative weight of the selection criteria to be used during the interviews will be provided to the participants prior to the interviews. Following the interviews, the Selection Committee will develop a final list through the combined results of the interview process and SOQ scores. The City intends to then enter into negotiations pursuant to A.R.S. § 34-603(E) with the top-ranked Respondent on the final list. If the City is unable to successfully negotiate a contract with the top-ranked Respondent, it may then enter into negotiations with subsequently ranked Respondents, in its sole and sound discretion.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714 or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

Responses to this solicitation will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, Arizona 86236, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the Purchasing Division Office.

Responses must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances. Late responses will be returned, unopened, to the Respondent.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Respondent's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

The City of Cottonwood reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

The City is an equal opportunity employer and minority business enterprises and women’s business enterprises are encouraged to submit SOQs.

PRE-SUBMITTAL CONFERENCE DATE: TBD
TIME: 10 am Arizona time
LOCATION: TBD Cottonwood, AZ

QUESTIONS SHALL BE DIRECTED TO: Scott Mangarpan, Project Manager
City of Cottonwood Development Services Department
1490 W. Mingus Ave.
Cottonwood, AZ 86326
smangarpan@cottonwoodaz.gov

Publish Date: Verde Independent – Dates TBD

PUBLISHERS AFFIDAVIT REQUIRED

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RESPONDENT'S CHECK LIST

- 1. The response has been signed in the Response Section (responses not signed in this section will not be considered).
- 2. Any required drawings or descriptive literature have been included.
- 3. Any addendums have been included/noted in the Response Section.
- 4. Certificate of Insurability (Exhibit E) has been signed and included with the response.
- 5. Contractor Immigration Warranty (Exhibit F) has been signed and included with the response.
- 6. Disclosure of Responsibility Statement (Exhibit G) has been signed and included with the response.
- 7. Non-Collusion Affidavit (Exhibit H) has been signed and included with the response.
- 8. Form W-9 (available on www.irs.gov) has been completed and included with the response.
- 9. Response package/envelope has been identified with solicitation number and title.
- 10. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86236

- 11. The response is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the response cannot be considered).

INFORMATION AND INSTRUCTIONS TO RESPONDENT

1. REQUEST FOR QUALIFICATIONS (RFQ)

This solicitation is a Request for Qualifications from qualified persons and/or firms for the design constructability review and construction of the Emergency Communications Center.

2. BACKGROUND

The objective of this Request for Qualifications (RFQ) is to establish a final list of qualified providers and their final order/ranking pursuant to A.R.S. § 34-603 et seq., and to negotiate a Construction Manager at Risk (CMAR) contract with highest ranking proposer to accept the City's proposed contract based on the sample contract included in this RFQ. The selection criteria and relative weight of the selection criteria to be used in the SOQs is set forth herein. The selection criteria and relative weight of the selection criteria to be used in interviews will be provided to the firms to be interviewed prior to those interviews. Qualifying CMAR Teams must be appropriately licensed to perform construction services in the State of Arizona and as may be required for this project.

All other information required to conduct design constructability review, construct, permit, and operate this Project shall be the responsibility of the CMAR and is outlined in the RFQ.

3. QUALIFICATIONS

When calling for Statements of Qualifications (SOQ) for contracts for public work to be performed which will be paid for from public funds, no company shall be considered for performance of a contract, including construction work, which is submitted by a company that does not have a duly licensed contractor performing the related work under this contract within this State. All persons or entities performing work or services under any contract awarded pursuant to this solicitation must possess all applicable licenses and certifications to perform such work or services.

Respondents to the SOQ shall demonstrate their competence and ability to undertake the Project by providing information defining the technical experience and qualifications of the Respondent as required under this RFQ.

The City reserves the right to conduct an investigation of the Respondent's and its Subcontractors' technical qualifications and backgrounds by contacting project references or accessing public information. Additional information may be requested during the technical qualification review.

4. GENERAL INFORMATION

4.1. Pre-Submittal Conference. A pre-submittal conference will be held on TBD at 10:00 am local Arizona time at the TBD in Cottonwood, AZ. Companies and other interested parties are invited to attend this conference which will be conducted by the City to answer any questions.

Since the City will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested firms send a representative to the pre-submittal conference. Firms may send written questions concerning the purpose and scope of this RFQ to the City prior to submission of proposals. All firms sending a representative to the pre-submittal conference must submit a list of persons attending and affiliation by fax or email forty-eight (48) hours prior to the pre-submittal conference. Firms interested in attending this pre-submittal conference are invited to respond by email to Scott Mangarpan at smangarpan@cottonwoodaz.gov.

4.2. Companies Interested in Submitting More Than One (1) SOQ. The prime Respondent shall not be allowed to make, file, or be interested in more than one (1) SOQ for the same Project.

4.3. Addendum. This RFQ may only be modified by a written addendum. Potential Respondents are responsible for obtaining all addendums via the City's vendor registration/notification system (publicpurchase.com) or other means. See Paragraph 4.9 for registration instructions.

- 4.4. Late Responses.** Late responses and/or unsigned responses will not be considered under any circumstances. Envelopes containing responses with insufficient postage will not be accepted by City. It is the sole responsibility of the Respondent to see that his/her response is delivered and received by the proper time and at the proper place. Any responses received after the scheduled deadline and/or at another location will be returned to the Respondent unopened.
- 4.2. Project Details.** Further description of the Project components and deliverables is contained in Project Background attached as Exhibit A to the proposed Contract. All documentation provided is for informational purposes only and not intended for construction.
- 4.3. Sealed Envelope or Package.** Each response shall be submitted to the Purchasing Division in a sealed envelope or package. The envelope or package should be clearly identified as a response and be marked with name of the Respondent and solicitation number. The City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 4.4. Statement Amendment or Withdrawal.** A response may be withdrawn anytime before the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.
- 4.5. Response Opening.** Responses shall be opened and the name of the Respondent shall be read on the date and time, and the place designated on the Notice page of this document, unless amended in writing by the Purchasing Manager issuing the RFQ. Responses, modifications and all other information received in response to the RFQ shall be shown only to authorized City personnel having a legitimate interest in the evaluation.
- 4.6. Public Record.** All responses submitted in response to this solicitation and all evaluation related records shall become property of the City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or otherwise provided by law.
- 4.6.1.** Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in responses submitted and the information sought to be protected clearly marked as proprietary.
- 4.6.2.** The City will not insure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.
- 4.6.3.** The City will provide forty-eight (48) hours notice before releasing materials identified in the response as confidential or proprietary in order for the Respondent to apply for a court order blocking the release of the information.
- 4.7. Cost of Response Preparation.** The City will not reimburse any Respondent the cost of responding to this RFQ. The City will make no reimbursement for any costs incurred prior to issuance of a formal written contract and a "Notice to Proceed."
- 4.8. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 4.9. Vendor Registration–Vendor Registration.** Vendors (Respondents) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.

- 4.10. Participating Agencies.** Vendors (Respondents) may have the opportunity under this contract to provide goods and/or services to other Participating Agencies. A Participating Agency is defined as an agency whose purchasing policies are similar to the City's and/or who participates in any of the cooperative purchasing networks/agencies with which the City participates.

5. RESPONSE PREPARATION

- 5.1. Format.** Applicants shall submit their response with one (1) original unbound copy and eight (8) bound copies (Comb, spiral or wire-o binding only, binders will not be accepted) and shall provide the information and comply with the requirements listed below. Submittals shall be one-sided and be no more than twenty (20) pages including resumes but excluding financial information. **SUBMITTALS SHOULD CONSIST OF PAPER ONLY. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 5.2. No Oral, Facsimile or Electronic Mail Statements.** Responses may not be submitted orally, in facsimile or electronically. An oral, facsimile or electronic mail response shall be rejected.
- 5.3. Typed or Ink Corrections.** The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response.
- 5.4. No Modifications.** Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.
- 5.5. Content.** The response shall contain all of the following information together with any other information desired by Applicant.
- 5.5.1. Respondent.** Brief description of the Respondent including legal organization. Include name, address and location of the firm's principle and local office.
- 5.5.2. License.** Please list all applicable licenses and numbers.
- 5.5.3. Statements.** The purpose of this section is to elicit information pertaining to factors or events that have the potential to adversely impact the Respondent's ability to honor their contractual commitments. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable factors or events are present or have occurred, Respondent shall: 1) describe in detail the unfavorable factor or event, and 2) provide sufficient information to demonstrate to the Selection Committee that the unfavorable factor or event will not adversely impact the Respondent's ability to honor its contractual commitments. Failure to provide material information under this provision may be cause for rejection of a Respondent.

Each Respondent shall provide responses to each of the following questions concerning the operations of the Respondent and its Subcontractors during the past ten (10) years (except where otherwise noted):

5.5.3.1. Material Adverse Changes in Financial Position

- a)** Describe any material historical, existing or anticipated changes in financial position of the Respondent, including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures.
- b)** Describe any material historical or anticipated changes in financial position of any Subcontractor(s), including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures.

5.5.3.2. Bankruptcy

- a) Has the Respondent ever filed for bankruptcy? If so, when, and describe the impact it would have on the ability to honor contractual commitments?
- b) Has any Subcontractor, or affiliate of the Subcontractor, ever filed for bankruptcy? If so, when, and describe the impact it would have on the ability to honor contractual commitments?

5.5.3.3. Liabilities and/or Potential Liabilities

- a) List and briefly describe any threatened, pending or past legal proceeding and judgment, or any contingent liabilities, in which the Respondent or any parents, affiliates and subsidiaries of the Respondent was or is a party that would adversely affect the Respondent's financial position or ability to honor its contractual commitments to the City.
- b) List and briefly describe any threatened, pending or past legal proceeding and judgment, or any contingent liabilities, in which the Subcontractor, or any parents, affiliates and subsidiaries of the Subcontractor was or is a party that would adversely affect the Subcontractor's financial position or ability to honor its contractual commitments in relation to the Project.

5.5.3.4. Completion of Contracts

- a) Has the Respondent or any Subcontractor failed to complete any contract, or has any contract been terminated due to alleged poor performance or default, or has the Respondent or any Subcontractor been found to be in violation of any provision of international, federal, state, or local regulations? Have any third parties filed claims against performance and/or payment bonds obtained by the Respondent and/or any Subcontractors relating to alleged poor performance or default? If so, provide explanation. Finally, list and describe any complaints filed with the Arizona Registrar of Contractors by or against the Respondent or any subcontractor of Respondent.

5.5.3.5. Violation of Laws

- a) Has the Respondent or any Subcontractor, or any of their directors, officers, or supervisory employees been convicted of any crime involving fraud or dishonesty or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages? Also, has the Respondent or any Subcontractor been sued, penalized and/or fined relating to any environmental compliance and/or safety issues? If so, describe the circumstances.

5.5.3.6. Disclosure

- a) If the firm, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the response. The Respondent shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the

relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

5.5.3.7. Exceptions to Solicitation.

- a) The proposed form of Contract is included as a part of this solicitation. The Respondent must include a statement that the Respondent has reviewed the Contract and list any objections to the same. Any objections to the form of Contract will be considered and included in City's evaluation of the Respondent's response. If the Respondent fails to list any objections to the form of Contract, the Respondent will not be allowed to raise any objections later if selected for award. A response that takes exception to a material requirement of any part of the solicitation or Contract may be rejected as non-responsive upon the decision of the City.

5.5.4. Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Response Section, which shall be submitted together with the response on the response due date and time. Failure to acknowledge receipt of a Solicitation Addendum shall render the SOQ non-responsive resulting in rejection of the SOQ.

5.5.5. Evidence of Intent to be Bound. The Response Section within the RFQ shall be submitted with the response and shall include a longhand signature by a person authorized to sign the response. The signature shall signify the Respondent's intent to be bound by its response and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the response.

5.5.6. Other. Other information required to be supplied with response (please see Evaluation Criteria, Section 7.6).

5.5.7. Financial Statement. Each Respondent shall furnish the financial information requested below for itself and its Subcontractors. If the SOQ is submitted by a consortium, a joint venture, or a partnership, the SOQ shall identify the parties and relationships. Each participating Respondent of such consortium, joint venture, or partnership shall provide full disclosure information regarding their financial strength as specified in this subsection. If the Respondent or any participating firm is not a public company, it shall provide independently audited financial statements and may request that the information be treated confidentially by the City. If any such party has been in existence less than three (3) years of audited records, the information shall be provided for the period of its existence.

Please furnish the following financial information required from appropriate entities as listed below. The City reserves the right to request such financial information from any members of the Respondent's Project Team if such a request is determined to be in the best interest of the City. If any of this information is not provided, the reason for such omission shall be given.

5.5.7.1. Annual audited financial reports for the Respondent (the most recent year), and any Subcontractor(s) (the most recent year), prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and all relevant notes.

5.5.7.2. The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission ("SEC") by the Respondent and any Subcontractor(s); or, if one or more of these parties are not regulated by the SEC, then the most recent quarterly audited financial report for each such party.

- 5.5.7.3. Two (2) Bank Credit References by banks providing services to the Respondent.
- 5.5.7.4. Any credit reports, credit bulletins, or other published statements by recognized rating agencies (Standard & Poor’s Rating Services, Moody’s Investor Services, Dun & Bradstreet and Value Line) that have been issued or published within the past five (5) years for the Respondent and Subcontractor(s).
- 5.5.7.5. Respondent’s history for the last five (5) years related to obtaining performance bonds and/or payment bonds. Indicate any instances when Respondent was unable to obtain requested/required performance or payment bond and include any and all claims, payments and settlements under such bonds .
- 5.5.7.6. Any additional information that Respondent believes to be appropriate in fully reflecting the Respondent’s financial strength. For example, the prospectus or offering statement for Respondent’s latest debt or equity offering can be provided.

Failure to provide any of the above information without adequate explanation may be cause for rejection of the Respondent at the sole discretion of the Selection Committee.

- 5.6. **Insurance.** The Respondent shall submit the enclosed Certificate of Insurability (Exhibit E) with their response to the City.

The successful Respondent shall agree to carry all insurance which may be required by Federal and State laws, County and City ordinances, regulations and codes in the amounts specified below and shall keep such insurance coverage in force throughout the life of the Contract.

Minimum Requirements

Minimum Requirements	Statutory Requirements
Worker’s Compensation	
General Liability	\$2,000,000 per Occurrence
Products/Completed Operations	\$2,000,000 per Occurrence
Automobile Liability	\$2,000,000 per Occurrence
Personal and Advertising Injury	\$2,000,000 per Occurrence
Maximum Deductible	\$2,000
Employer’s Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

Liability policy shall include coverage for:

1. Liability assumed in agreements in effect in connection with insurer’s operations.
2. All owned, hired, or non-owned automotive and truck equipment used in connection with the insured operation.

The successful Respondent must furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

The successful Respondent’s insurance is primary as to any claims resulting from the Contract.

These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage on any policy. Neither the successful Respondent nor any subcontractor shall commence work

under a Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the successful Respondent's risk until final acceptance by the City.

The City shall have no responsibility or liability for such insurance coverage.

- 5.7. Indemnification.** To the fullest extent permitted by law, the successful Respondent shall defend, indemnify and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively, representatives and the engineering firms from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from the successful Respondent's work or services. The successful Respondent's duty to defend, hold harmless and indemnify the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the successful Respondent, anyone directly or indirectly employed by them or anyone for whose acts the successful Respondent may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City.
- 5.8. Contractor Immigration Warranty.** The Respondent shall submit the enclosed Contractor Immigration Warranty (Exhibit F) with their response to the City.
- 5.9. Compliance with Federal and State Immigration Laws.** The successful Respondent agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The successful Respondent shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Under the provisions of A.R.S. §41-4401, the successful Respondent hereby warrants to the City that the successful Respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the successful Respondent to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of the successful Respondent or Subcontractors employee who works on this Contract to ensure that the successful Respondent or Subcontractor is complying with the Contractor Immigration Warranty. The successful Respondent agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the successful Respondent and any Subcontractors to ensure compliance with Contractor's Immigration Warranty. The successful Respondent agrees to assist the City in regard to any random verification performed. Neither the successful Respondent nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the successful Respondent or Subcontractor 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.
- 5.10. Disclosure of Responsibility Statement.** The Respondent shall submit the enclosed Disclosure of Responsibility Statement (Exhibit G) with its response.
- 5.11. Non-Collusion Affidavit.** The Respondent shall submit the enclosed Non-Collusion Affidavit (Exhibit H) certifying that the Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its response.
- 5.12. IRS Form W-9.** The Respondent shall submit a completed Form W-9 (available on the IRS website at www.irs.gov) with its response.

- 5.13. Non-Discrimination.** By signing and submitting the response, the Respondent certifies that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 5.14. Iran and Sudan.** By signing and submitting the response, the Respondent certifies that pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Respondent does not have a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Iran or Sudan.
- 5.15. Taxes.** The Respondent understands that the Respondent will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Respondent are eligible for a tax exemption due to the nature of the item, the Respondent shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

6. INQUIRIES

- 6.1. Duty to Examine.** It is the responsibility of each Respondent to examine the entire solicitation, seek clarification (inquiries), and examine its response for accuracy before submitting the response. Before submitting a SOQ, the Respondent shall carefully examine the documents, visit the site of the Project, and fully inform themselves as to all existing conditions and limitations. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Contract claim. No consideration will be granted for any alleged misunderstanding of any written material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the SOQ and subsequent Contract carries with it the agreement to all items and conditions referred to herein or indicated in the Contract documents.
- 6.2. Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the City employees listed in Section 6.2.1. The Respondent shall not contact or direct inquiries concerning this solicitation to any other City employee unless the solicitation specifically identifies a person other than the Purchasing Manager as a contact. **Contact by the Respondent or any agent of the Respondent regarding this solicitation with any City employee or elected official except the Purchasing Manager or person identified as a contact in this RFQ shall result in disqualification of the Respondent.**
- 6.2.1. Technical Inquiries.** Any person in doubt as to the true meaning of any part of the document, or finding discrepancies or omissions, may submit those matters in a written request for an interpretation or correction to Scott Mangarpan, Project Manager at smangarpan@cottonwoodaz.gov. A carbon copy of the email shall be sent to Lisa Elliott, Purchasing Manager at lelliott@cottonwoodaz.gov.
- 6.3. Submission of Inquiries.** All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a response and not be opened until after the response due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.
- 6.4. Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted no later than ninety-six (96) hours before the response due date and time for review and determination by the City. Failure to do so will result in the inquiry not being considered for a Solicitation Addendum. The person or firm submitting the request will be responsible for its prompt delivery.
- 6.5. No Right to Rely on Verbal Responses.** A Respondent shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

7. EVALUATION

- 7.1. Disqualification.** A Respondent (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.
- 7.2. Companies in Default.** No SOQ submittal will be selected from any person, firm or corporation that is in arrears or is in default to the City of Cottonwood upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Cottonwood, or has failed to faithfully perform any previous contract with the City of Cottonwood.
- 7.3. Clarifications.** The City reserves the right to obtain Respondent clarifications where necessary to arrive at full and complete understanding of the Respondent's qualifications and experience and/or solicitation response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the response and does not give the Respondent an opportunity to revise or modify its response.
- 7.4. One-Step Qualifications Based Selection Process.** All SOQs will be reviewed and evaluated pursuant to Arizona Revised Statutes §34-603 et seq., as it may be amended, utilizing the one-step qualifications based selection process.
- 7.5. Selection Procedure.** Selection of a Construction Manager at Risk will follow a one-step process and will include interviews pursuant to A.R.S. § 34-603. Any ensuing Contract shall be negotiated pursuant to A.R.S. § 34-603(E). Initially, Respondents must submit a Statement of Qualifications (SOQ) which presents the firm's qualifications, understanding and approach to the Project, and the resources available to perform the Work. The weighted selection criteria to be used in judging the SOQs and selecting the persons or firms to be interviewed are set forth below.

SOQ submittals will be forwarded to the Selection Committee (SC), established pursuant to A.R.S. § 34-603(C)(3). The SC will review and rate the SOQ's in accordance with the published evaluation criteria contained herein. The SC shall then identify a short list of between three (3) and five (5) Respondents to participate in oral interviews. Weighted interview criteria will be provided to the Respondents prior to these interviews. Following the interviews, the Respondents will be ranked based on their combined scores on the established weighted interview criteria and their scores from the SOQ review to create a final list (40% for the SOQs and 60% for the interviews).

- 7.6. Evaluation Criteria.** Evaluation of the qualifications and experience responses will be undertaken by the Selection Committee (SC) with the following criteria and weighted scores:
- 7.6.1. Minimum Qualifications.** The minimum requirements to be included in SOQs in order for a Respondent to be considered as "qualified" to complete the Project are as follows:
- 7.6.1.1.** Design and/or construction experience in the Project type and scope.
 - 7.6.1.2.** Experience in the Construction Manager at Risk (CMAR) project delivery method.
 - 7.6.1.3.** Demonstrated ability to obtain payment and performance bonds with an A.M. Best rating of "A-" or better.
 - 7.6.1.4.** Demonstrated ability to obtain all insurance required by the City at the level and quality required (see Insurance, Section 5.6).
 - 7.6.1.5.** The CMAR must be or include a Licensed General Contractor licensed to perform the Work described herein, with a minimum of five (5) years experience including similar project experience.

7.6.2. Weighted Criteria. Only Respondents meeting the minimum requirements listed above will be rated by the Selection Committee based upon the following Weighted Criteria:

7.6.2.1. Construction/Construction Management/CMAR Experience. Respondents shall describe and discuss their overall experience with construction management, maintaining quality control of construction, startup and acceptance testing of emergency communication/ 911 dispatch facilities. For each project identified, note the owner's pre-design budget, GMP for the project and final cost, change order history, history of operation, current status, and a description of the Respondent's role in the project. Provide client contact information for each project listed. Types of construction experience shall be identified with each project presented, i.e., construction only, Construction Manager at Risk, etc. Respondents should describe in detail their experience with the Construction Manager at Risk delivery method and its application to emergency communication/ 911 dispatch facilities within a project budget range of \$3,000,000 to \$6,000,000. **(0-30 points)**

7.6.2.2. Understanding and approach to providing the specified services, including a discussion of major issues to be addressed and challenges to be overcome. Identify any specific experience, familiarity and success with emergency communication/ 911 dispatch facilities and understanding of the interrelationship between design and construction of emergency communication/ 911 dispatch facilities. Respondents should describe the benefits and problems with the CMAR project delivery method from their perspective, and how the Respondent will maximize the benefits, resolve any problems, and use this method to the City's advantage. **(0-30 points)**

7.6.2.3. History/Regulatory Compliance. Identify and describe all claims and litigation involving ten thousand dollars (\$10,000) or more regardless of whether the claims were settled, dismissed or sealed. List any safety or environmental violations that resulted in action by a regulatory agency. **(0-10 points)**

7.6.2.4. Firm organization, principal office location and local office work role by discipline. Identify the firm's home office and the portion of the Work to be performed at the local office, expressed as a percentage. Include a proposed organizational chart for the services to be provided, with responsibilities identified for team members. **(0-10 points)**

7.6.2.5. Subcontractor Selection Plan. Identify and describe the Respondent's Subcontractor Selection Plan and explain how that plan will comply with A.R.S. § 34-603(C)(2)(e). **(0-10 points)**

7.6.2.6. Demonstrated Experience with Local Area Conditions and Construction. The Cottonwood area has characteristics such as geology and climate that distinguish it from many other portions of Arizona. Describe the experience of the Project Team (including at the subcontractor level) that will give your team the ability to respond knowledgeably and competently to site-specific issues and building requirements. **(0 to 10 points)**

7.7. Waiver and Rejection Rights. The City reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective Respondents.

8. AWARD

8.1. Award. Award shall be made to the Respondent deemed most advantageous to the City based upon the listed evaluation criteria. Selection and Contract awards are subject to the approval of the City of Cottonwood.

8.2. Negotiated Contract Procedure. At the conclusion of the interview stage, the highest-ranking Respondent on the final list shall be notified of its position and shall be invited to negotiate with the City for a Contract. The Contract will consist of two (2) phases. The first phase of the Contract will consist of design phase/preconstruction services, in which the successful Respondent will participate with the City and its design team to develop and finalize the design, plans and specifications for the Project, providing technical advice regarding matters such as value engineering and constructability. The second phase of the Contract will be for the construction of the project for a guaranteed maximum price (GMP), provided that the parties are able to successfully negotiate such GMP.

The negotiation will be conducted pursuant to and in compliance with A.R.S. § 34-603(E). If negotiations are successful, a Contract with the successful Respondent will be recommended to the City Council for approval. There shall be no Contract until such time as a proposed contract is approved by the City Council and the parties have executed a written Contract for the work and services outlined herein. If not successful, negotiations will be terminated and the next highest-ranking Respondent on the final list will be invited to enter into negotiations for this Project. This process shall continue until the City establishes a Contract or terminates the procurement.

8.3. Execution of Contract. Within ten (10) days of notice that the Respondent is the apparent awardee, the successful Respondent shall execute and return the original Contract to the City Clerk.

8.4. Contract, Bonds and Insurance. The form of Contract, which the successful Respondent as Contractor will be required to execute, and the forms of bonds and insurance form which the successful Respondent will be required to furnish are attached to this RFQ. Respondents planning to submit for consideration for this project should carefully examine all available documents including, but not limited to, the proposed form of Contract attached to this RFQ. Any objections to the proposed form of Contract must be noted in the Respondent's SOQ or any such objections shall be deemed to have been waived. The successful Respondent performing the Work shall use the forms provided or such other forms as are acceptable to the City. The Contract, bonds and insurance form shall be executed in four (4) original counterparts. Payment and Performance bonds will be required. All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. No bonds issued by individual sureties will be accepted. The company issuing any bond shall have an AM Best rating of not less than A- at the time of contracting.

8.5. Assignment of Contract. No assignment by the successful Respondent of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Respondent, will be recognized by the City unless such assignment has had prior approval of the City, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

8.6. Relevant Project Documents to Successful Respondent. The successful Respondent may obtain one (1) set of documents for this project from the City at no cost.

8.7. Time of Completion. The successful Respondent shall commence work under this Project on or before the tenth (10th) day following receipt of the Notice to Proceed for that Project from the City of Cottonwood and shall fully complete all work under the Project within the agreed upon Contract delivery schedule timetable including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under any Contract issued in connection with this solicitation. The successful Respondent shall, at all times during the contract, prosecute the work with such forces and equipment as is sufficient to complete the Project within the time specified.

9. PROTESTS

9.1. Any protest relative to this procurement shall be filed and processed pursuant to A.R.S. § 34-603(J).

10. COMMENTS WELCOME

The City's Purchasing Division periodically reviews the Information and Instructions to Respondent and welcomes any comments you may have. Please submit your comments to: City of Cottonwood Administrative Services Department, Purchasing Division, 816 N. Main Street, Cottonwood, AZ 86326.

**CITY OF COTTONWOOD
EMERGENCY COMMUNICATIONS CENTER
CONSTRUCTION MANAGER AT RISK**

DESIGN PHASE SERVICES CONTRACT

THIS CONTRACT, made and entered into this by the City of Cottonwood, a municipal corporation hereinafter designated the “City” and _____, an Arizona corporation, hereinafter designated the "Construction Manager at Risk" or “CM@R.”

RECITALS

- A. The City is authorized and empowered by action of the Cottonwood City Council, hereinafter “Council”, in open public meeting, to execute this Contract for professional services and related construction services.
- B. The City intends to construct an Emergency Communications Center, as more fully described in the Project Background (Exhibit A) attached, hereinafter referred to as the “Project”.
- C. To undertake the design of said Project, the City has entered into a Contract with (TBD) hereinafter referred to as the “Design Professional.”
- D. The CM@R has represented to the City the ability to provide design phase services and to construct the Project.
- E. Based on this representation, the City intends to enter into a Contract with the CM@R for the design phase services identified in this Contract. At the end of the design phase, at the City’s sole discretion, the City may enter into a separate construction contract with the CM@R for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@R as follows:

1. ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the Gross Maximum Price (GMP) Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CM@R covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets the City’s requirements.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City, CM@R and other parties as may be required or appropriate, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Contract terms.

City (Owner) - The City, with whom CM@R has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

Construction Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial and Final Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@R's administrative costs, home office overhead, and profit, applicable to this work, whether at the CM@R's principal or branch offices.

Construction Manager at Risk (CM@R) - The firm, corporation, or other approved legal entity with whom the CITY has entered into this Contract to provide services as detailed in this Contract.

Contingency, CM@R's - A fund to cover cost growth during the Project used at the discretion of the CM@R usually for costs that result from Project circumstances. The amount of the CM@R's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@R's Contingency is described in Section 2.7.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the CITY usually for costs that result from CITY directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the CITY and will be in addition to the project costs included in each CM@R's GMP package. Use and management of the Owner's Contingency is described in Section 2.7.

Contract Amount - The cost for services for this Contract as identified in Article 4.

Contract Documents – Includes the following items and documents in descending order of precedence executed by the City and the CM@R: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications; (v) Request for Qualifications (RFQ) issued by the City relative to the Project.

Cost of the Work - The direct costs necessarily incurred by the CM@R in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the CM@R's Construction Fee, General Conditions Cost, or taxes.

Critical Path Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will cause a delay in achieving Substantial Completion.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@R in performing the Scope of Work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@R during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@R during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design

development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.

Final Completion – Means 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner’s Project specifications and Owner training/start up activities.

Float - The number of days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CM@R during the construction phase: payroll costs for City Representative or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@R or Subcontractors; and fees for licenses.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work including the Cost of the Work, CM@R’s Construction Fee, General Conditions Costs, sales tax, and CM@R Contingency. At the City’s sole discretion, the City may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the City’s best interest.

GMP Plans and Specifications – The three (3) sets of plans and specifications provided pursuant to paragraph 2.7.7 upon which any Guaranteed Maximum Price Proposal is based. Separate GMP Plans and Specifications are required for each GMP.

Guaranteed Maximum Price (GMP) Proposal - The Offer or Proposal of the CM@R submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract. As stated above, at the City’s sole discretion, the City may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the City’s best interest.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed (NTP) - A written notice given by City to the CM@R fixing the date on which the CM@R will start to perform the CM@R’s obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the CM@R in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The works to be completed in the execution of this Contract as described in the Recital above and the Project Background (Exhibit A) attached.

Project Team – Design phase services team consisting of the Design Professional, CM@R, City Representative(s), and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the CM@R or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@R to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@R or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@R is responsible. Subcontractors will be selected through the Subcontractor selection plan described in paragraph 2.8 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by the City; (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum thirty (30) days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase Contract.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CM@R or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@R or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the Construction Phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

2. ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@R, to further the interests of the CITY, will perform the services required by, and in accordance with this Contract, to the satisfaction of the CITY, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Arizona would exercise at such time, under similar conditions. The CM@R will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the CITY.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@R will provide to the CITY, CITY representative(s), and Design Professional, at such time or times as the CITY at its sole discretion may request, a written evaluation of the CITY’s Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@R will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings,

construction document rolling reviews and partnering sessions.

- 2.1.4 The CM@R will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@R will promptly notify the CITY in writing whenever the CM@R determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, any GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CM@R, when requested by the CITY, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@R will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The CM@R shall prepare a Construction Management Plan (CMP), which may include the CM@R's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The CM@R may, and at the written request of the CITY shall, add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the CITY shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the CITY, Design Professional or the CM@R, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the CITY.

2.3 PROJECT SCHEDULE

- 2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and for the Project Team to utilize that Deliverable as a basis for managing and monitoring all members' compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@R will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the CITY. The CM@R will use scheduling software to develop the Project Schedule that is acceptable to the CITY. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

- 2.3.2** The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
- 2.3.2.1** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 2.3.2.2** The CPM diagram schedule shall indicate all relationships between activities.
- 2.3.2.3** The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4** The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.
- 2.3.2.5** The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 2.3.2.6** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@R activities.
- 2.3.2.7** The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other source approved by the CITY.
- 2.3.3** The Project Schedule shall consider the CITY's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4** Float time shall be as prescribed below:
- 2.3.4.1** The total Float within the overall schedule, is not for the exclusive use of either the CITY or the CM@R, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
- 2.3.4.2** The CM@R shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a legitimate delay, recognized in the Contract Documents, occurs which extends the Work beyond the Substantial Completion date.
- 2.3.4.3** Since Float time within the schedule is jointly owned, it is acknowledged that CITY-caused delays on the Project may be offset by CITY-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@R, etc.). In such an event, the CM@R shall not be entitled to receive a time extension or delay damages until all CITY-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

- 2.3.5** The Project Schedule will be updated and maintained by the CM@R throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@R's plan for the performance of the construction phase Work. The CM@R will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@R will include with such submittals a narrative describing its analysis of the progress achieved to-date versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6** Project Phasing: If phased construction is deemed appropriate and the CITY and Design Professional approve, the CM@R will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@R will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1** The CM@R will evaluate periodically and at such times as the CITY in its sole discretion may direct, the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, any GMP Proposals and/or the Project Schedule.
- 2.4.2** The CM@R will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@R to construct the Project. Before initiating construction operations, the CM@R may request additional investigations in any of their GMP Proposals to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3** The CM@R will meet with the Project Team as required to review designs during their development. The CM@R will familiarize itself with the evolving documents through the various design phases. The CM@R will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@R will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@R will recommend cost effective alternatives.
- 2.4.4** The CM@R will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
- 2.4.4.1** Constructability Reviews: The CM@R will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging

of site facilities, construction parking, and other similar pertinent issues.

- 2.4.4.2** Bidability Reviews: The CM@R will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.4.4.3** The results of the reviews will be provided to the CITY in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the CITY, the CM@R will meet with the CITY and Design Professional to discuss any findings and review reports.
- 2.4.4.4** The CM@R's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@R.
- 2.4.5** Notification of Variance or Deficiency: It is the CM@R's responsibility to assist the Design Professional in ascertaining that, in the CM@R's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@R recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and CITY in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- 2.4.6** Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@R in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@R will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

- 2.5.1** Unless otherwise agreed by both parties, within 14 days after receipt of the documents for the various phases of design, and such other times as the CITY may direct or the CM@R may deem helpful or necessary, the CM@R shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CM@R shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the CITY will make the final determination.
- 2.5.2** If any estimate submitted to the CITY exceeds previously accepted estimates or the CITY's Project budget, the CM@R shall make appropriate recommendations on methods and materials to the CITY and Design Professional that he believes will bring the project back into the Project budget.
- 2.5.3** In between these milestone estimates, the CM@R shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering, scope

changes or other factors. It shall be the responsibility of the CM@R to keep the CITY and Design Professional informed as to the major trend changes in costs relative to the CITY's budget.

- 2.5.4** If requested by the CITY, the CM@R shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the CITY in the financing process.

2.6 [SECTION LEFT INTENTIONALLY BLANK]

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1** Any proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the CITY (see Exhibit "D" attached). The CITY may request a GMP Proposal for all or any portion of the Project, at any time during the design phase, and at such other times and for such other purposes as may be beneficial to the CITY. Any GMP Proposals submitted by the CM@R will be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based. The CM@R guarantees to complete any portion of the Project subject to a separate GMP at or less than the approved GMP Proposal amount for that portion of the Project and the Project at or less than any final approved GMP Proposal amount, plus approved Change Orders, and agrees that it will be responsible for any increase in the actual cost of the Work above these amounts.

- 2.7.2** At the CITY's sole discretion, the CITY may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work; procure materials, equipment and/or supplies as may be advantageous to the CITY; and/or, for such other purpose that may be in the CITY's best interest. If multiple or phased GMPs are utilized, they shall comply with all requirements set forth in this section 2.7 and all other sections of this Agreement. Acceptance of one GMP does not obligate the CITY to accept subsequent or any other GMPs, nor does it obligate the CITY in any manner beyond the GMP actually accepted. The Contractor shall provide the GMP document and a detailed schedule of values in a format that will be provided by the CITY. The GMP is subject to modification only as expressly provided for in this Agreement.

- 2.7.3** If a GMP, or any one of multiple or phased GMPs, is not established or agreed to by the CITY, all references in this Agreement to the GMP shall not be applicable, and the parties shall proceed on the basis of reimbursement of design phase services as set forth in this Agreement. There shall be no termination fees, penalties or payments due, payable or paid from or by CITY to Contractor in the event that this Agreement or any construction agreement arising from this Agreement between the parties is rescinded, modified or terminated due to the rejection of, failure to agree to, or failure to establish for any and whatever reason any GMP that may be proposed or considered. No amount shall be paid for any services not established or agreed to by the CITY absent a written agreement between the parties to the contrary.

- 2.7.4** Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

2.7.4.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

2.7.4.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums.

2.7.4.3 CM@R's Contingency is an amount the CM@R may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the CITY for increases in General Condition Costs. CM@R's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

2.7.4.4 Taxes are deemed to include all sales, use, consumer and other taxes which are legally

enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

- 2.7.5 Owner's Contingency are funds to be used at the sole discretion of the Owner. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups will be applied.
- 2.7.6 GMPs are cumulative except for CM@R Contingency. The amount of CM@R Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@R's risk from that point in the project forward.
- 2.7.7 The CM@R, in preparing any GMP Proposal, will obtain from the Design Professional, three (3) sets of signed, sealed, and dated plans and specifications (including all addenda). The CM@R will prepare any GMP in accordance with the CITY's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@R will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CM@R will send one set of those documents to the CITY's CITY Representative, keep one set and return the third set to the Design Professional.
- 2.7.8 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications for that GMP. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.
- 2.7.9 GMP savings resulting from a lower actual project cost than anticipated by the CM@R remaining at the end of the project will revert to CITY.
- 2.7.10 GMP Proposal(s) Review and Approval**
 - 2.7.10.1 The CITY may request one or more GMPs from the CM@R at any time during the Design Phase or at such other times as may be beneficial to the CITY. It is the CITY's expectation that any GMP shall not exceed the CITY stated Project budget or the portion of the Project budget designated for that portion of the Project for which a GMP is requested.
 - 2.7.10.2 The CM@R will meet with the CITY and Design Professional to review any and all GMP Proposal(s) and the written statement of its basis. In the event the CITY or Design Professional discovers inconsistencies, inaccuracies or confusion in the information presented, the CM@R will make adjustments as necessary to any or all GMP Proposals, their basis or both.
 - 2.7.10.3 The CM@R's detailed construction cost estimates and any and all GMPs will be reviewed by the Design Professional and the CITY for reasonableness and compatibility with the CITY's Project and the CITY's budget or portions thereof. The CM@R shall provide a response to the Design Professional's and CITY's questions and an explanation of differences between the CITY's Project budget and the CM@R's construction cost estimate and any corresponding GMP. CITY may require that such responses and explanations be submitted in writing. The CM@R, CITY and Design Professional shall engage in a mutually agreeable process in an effort to achieve clearly understood mutually acceptable GMPs.
 - 2.7.10.4 In the event that any GMP, either individually or collectively, exceeds the CITY's Project budget, or a portion thereof, the CITY reserves the right to direct the CM@R (and the CM@R shall) work in conjunction with the Design Professional to assist in the

re-design of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:

- a) After direction from the CITY, the CM@R shall coordinate and cooperate with the Project Team to assist the Design Professional in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
- b) The CM@R shall develop and provide to the CITY new GMPs in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
- c) The CM@R shall analyze the Design Professional's original submittal and as altered and redrafted Construction Documents, and make recommendations to the CITY as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

Notwithstanding anything in the RFQ or the CM@R's response to the contrary, the CM@R shall perform the work set forth in this section without additional compensation.

- 2.7.10.5** The CITY upon receipt of any GMP proposal from the CM@R, may submit the applicable GMP proposal, Plans and Specifications to a third party for review and verification.
- 2.7.10.6** If any CM@R GMP Proposal is greater than the third party estimate or if the CITY, for some other stated reason may desire, the CITY may require the CM@R to reconfirm its applicable GMP Proposal. The CM@R will accept the third party's estimate for the cost of Work as part of the applicable GMP, or present a report within seven (7) days of a written request by the CITY for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the CITY may raise. The CM@R may be requested to, or may at its own discretion, submit one or more revised GMP Proposals for consideration by the CITY.
- 2.7.10.7** If during the review and negotiation of any GMP Proposal design changes are required, the CITY will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@R. The CM@R will promptly notify the Design Professional and CITY in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.7.10.8** After final submission of any GMP, the CITY may do any of the following:
 - a) Accept the CM@R original or revised GMP Proposal, if within the CITY's budget, without comment.
 - b) Accept the CM@R original or revised GMP Proposal that exceeds the CITY budget, and indicate in writing to the CM@R that the Project Budget has been increased to fund the differences.
 - c) Reject the CM@R original or revised GMP Proposal in which event, the CITY may terminate this contract and/or elect to not enter into a separate contract with the CM@R for the construction phase associated with the scope of Work reflected in the GMP Proposal
- 2.7.10.9** Upon acceptance by the CITY of any GMP, the CITY shall prepare and the CM@R shall execute the CITY's specified form of contract to reflect the applicable GMP, and

the applicable GMP as approved shall become part of the Construction Services Contract. Within ten (10) days after execution of the Construction Services contract and prior to initiating any construction services, the CM@R shall provide to the CITY's Representative a Performance Bond and a Labor and Material Payment Bond each for 100% of the full Contract price.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 There are two ways to select Subcontractors and major Suppliers prior to submission of any GMP Proposal. They are:

- a) A combination of qualifications and price derived through competitive bidding;
- b) Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the CITY's best interest.

Absent special circumstances documented in writing by the CM@R as set forth below, the combination of qualifications and price derived through competitive bidding process shall be used to select Subcontractors and Major Suppliers. The CITY has the sole discretion as to whether or not to allow the purely qualitative selection of Subcontractors and Suppliers. In any event, CM@R shall ensure compliance with Arizona Revised Statutes § 34-603(C)(2)(e) and 34-605(K)(2), and as they may be modified relative to the selection of Subcontractors and Major Suppliers.

2.8.2 The CITY may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when the CM@R can demonstrate, in writing, that it is in the best interest of the Project and that the selection process will constitute a prudent use of public funds.

2.8.2.1 A purely qualification based selection of a Subcontractor(s) or Supplier(s) should only occur prior to the submittal of any applicable GMP Proposal.

2.8.2.2 The CM@R will prepare a Subcontractor or Supplier selection plan and submit the plan to the CITY for approval. The CM@R shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the CITY with its review and recommendation.

2.8.2.3 The CM@R must receive CITY approval of the selected Subcontractor(s) or Supplier(s). If the CM@R is to self-perform under this alternative the CM@R must submit a detailed explanation and demonstration of the cost of the work it will self-perform. The CM@R must further provide documentation to demonstrate that for any work that is self-performed, the cost of any such work is a reasonable and prudent use of public funds. The CITY must approve the CM@R self-performance of any part of the work and the cost therefore prior to accepting any GMP proposal.

2.8.2.4 The CM@R will negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method.

2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors or Suppliers selected under this method, the CM@R shall then prepare a report for the CITY's approval identifying the recommended Subcontractor or Supplier for each category of the Work to be performed. The report shall be in a format approved by the CITY's representative and shall include, among other things, the amount of each such cost. The CM@R may, at its discretion or at the request of the CITY's representative, request written verification of any costs selected. The CM@R shall provide an explanation of the qualifying factors for each selection.

- 2.8.3** In all other cases, CM@R shall select Subcontractors and Major Suppliers pursuant to the following process which includes a combination of qualifications and price derived through competitive bidding or as may otherwise be agreed in writing by the parties. CM@R shall ensure that any such process is fully compliant with the above referenced Arizona law.
- 2.8.3.1** The CM@R will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors selected pursuant to a qualifications based procedure, for each trade in the Project for approval by the CITY and solicit bids for the various construction categories. If there are not three qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, the CM@R may request approval by the CITY to submit less than three (3) names. Without prior approval by the CITY, no change in the CITY-approved Subcontractors will be allowed.
- 2.8.3.2** If the CM@R desires to self-perform certain portions of the construction, it shall comply with and be subject to the requirements set forth in paragraph 2.8.2.3.
- 2.8.3.3** If the CITY objects to any nominated Subcontractor or to any nominated self-performed construction for good reason, the CM@R will nominate a substitute Subcontractor.
- 2.8.3.4** The CM@R will distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.
- 2.8.3.5** The CM@R shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@R, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids will be done with the CITY Representative in attendance to observe and witness the process. The CM@R will resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the construction.
- 2.8.4** Upon completion of the Subcontractor selection process, the CM@R shall submit a summary report to the CITY of the entire Subcontractor selection process. The report will indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law as cited in paragraph 2.8.1 and the selected Subcontractors for each category of Work.
- 2.8.5** The selected Subcontractors will provide a schedule of values, which will be used to create the overall project schedule of values.
- 2.8.6** CM@R shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.
- 2.8.7** Regardless of the selection procedure, the CM@R is responsible for ensuring that the costs of the Subcontractor's and/or Supplier's services are reasonable and a prudent use of public funds.
- 2.8.8** Regardless of the selection procedure and in any case, the CM@R is solely responsible for the cost and performance of the selected Subcontractors or Suppliers. The CITY's approvals under this section are not and shall not be construed to be a waiver, in part or in whole of CM@R's responsibility and obligation to perform as set forth in this Agreement or subsequent Construction Agreement or GMP and for the cost or less than the cost set forth in any GMP to which the parties agree.

3 ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by CM@R in accordance with the most current update/revised, CITY approved, Project Schedule. Failure on the part of the CM@R to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the CITY.

3.1.1 Upon failure to adhere to the approved schedule, CITY may provide written notice to CM@R that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CM@R’s receipt of such notice.

4 ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@R and accepted by the CITY (which by reference is made a part of this Contract); the CITY will pay the CM@R a fee not to exceed _____ dollars (\$ _____) as follows:

For the basic services described in Article 2, the CM@R shall receive a fee not to exceed: \$ _____

Additional services and allowances, as described in subsection 4.3:
x \$ _____

Total Contract Amount, not to exceed, \$ _____

4.1.2 For the construction phase, the following fees or amounts are agreed between the parties and shall not exceed:

4.1.2.1 Contractor’s fee or profit not to exceed _____% of the Cost of Work or _____ dollars (\$ _____) lump sum.

4.1.2.2 General Conditions shall not exceed _____% of the Cost of Work or _____ dollars (\$ _____) lump sum.

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@R for design phase services will be submitted on the CITY’s “Contract Payment Request” form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants’ requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The fees for the CM@R and any Subconsultants will be based upon the hourly rate schedule included as Exhibit C attached hereto and made a part hereof.

4.2.3 The CM@R will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@R has received payment for those services from the CITY. In no

event will the CITY pay more than ninety percent (90%) of the Contract Amount until final acceptance of all design phase services, and award of all final approved GMPs for the entire Project by the CITY COUNCIL.

- 4.2.4 The CM@R agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the CITY during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@R to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the CITY of any of its legal rights herein.
- 4.2.5 No compensation to the CM@R will be allowed contrary to Arizona law.
- 4.2.6 If any service(s) executed by the CM@R is abandoned or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of the CM@R, the CM@R is to be paid for the services performed prior to the abandonment or suspension minus amounts claimed by the CITY for deficient performance.
- 4.2.7 All progress payments shall be made in compliance with A.R.S. § 34-609(B)(2-7), except that there shall be no retention of design phase services payments.

4.3 ADDITIONAL DESIGN PHASE SERVICES

- 4.3.1 The following Additional Services may be required for the successful completion of this Project. Mark-ups are not authorized. Only the reimbursables specifically identified below will be reimbursed as authorized herein. It is assumed that CM@R will provide all service necessary for the performance of this Agreement as Basic Services and that Additional Services will only be allowed and paid due to extraordinary circumstances approved by the CITY prior to performing and/or accruing expenses relative to any such Additional Services.
 - 4.3.1.1 If not available within the CM@R's staff, and if approved by CITY prior to CM@R procuring the subject services, CM@R will secure services of a qualified individual or firm to provide Drawings and Specifications reviews as required. The CM@R will forward invoices from the individual or firm to the CITY for payment of costs. The cost of such services will not exceed an amount to be set by the CITY at the time of CITY's approval without further written approval of the CITY.
 - 4.3.1.2 If approved by the CITY prior to CM@R procuring the subject services, the CM@R will secure the services of a qualified cost estimating individual or firm to provide cost estimating services in addition to those required under this Contract. The CM@R will forward copies of the invoices from the individual or firm to the CITY with the CM@R's payment request. The cost for such service will not exceed an amount to be set by the CITY at the time of CITY's approval without further approval of the CITY.
 - 4.3.1.3 If approved by the CITY prior to CM@R procuring the subject services, the CM@R will provide services related to evaluations of and recommendations for long-lead time procurements in addition to those required under this Contract, in order to meet the Project Schedule requirements. The cost for such service will not exceed an amount to be set by the CITY at the time of CITY's approval without further approval of the CITY.
 - 4.3.1.4 When authorized by the CITY, the CM@R will be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

- a) All reimbursables relative to project-related travel shall be in compliance with the current Federal Travel Regulations (FTR) and there shall be no other reimbursables except as expressly set forth herein.
- b) Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services not included in the basic services that may be requested by the CITY. The cost of such service will not exceed an amount to be set by the CITY at the time of CITY's approval without further approval of the CITY.

5 ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The CITY, at no cost to the CM@R, will furnish the following information:

- 5.1.1** One copy of data the CITY determines pertinent to the work. However, the CM@R will be responsible for searching the records and requesting information it deems reasonably required for the Project.
- 5.1.2** All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 5.1.3** The name of the CITY employee or CITY's representative who will serve as the CITY Representative during the term of this Contract. The CITY Representative has the authority to administer this Contract and will monitor the CM@R's compliance with all terms and conditions stated herein. All requests for information from or decisions by the CITY on any aspect of the work or Deliverables will be directed to the CITY's Representative.

5.2 The CITY additionally will:

- 5.2.1** Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@R for its information. The CM@R will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the CITY and Design Professional.
- 5.2.2** Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@R except for those copies whose cost has been reimbursed by the CITY.
- 5.2.3** Provide the CM@R with adequate information in its possession or control regarding the CITY's requirements for the Project.
- 5.2.4** Give prompt written notice to the CM@R when the CITY becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the CITY may provide written notice to CM@R that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@R's receipt of such notice.
- 5.2.5** Notify the CM@R of changes affecting the budget allocations or schedule.

5.3 The CITY may also contract separately with a Project and/or Program Manager (PM) and delegate such matters, authority and participation as CITY desires. CITY shall inform CM@R of any such Project or Program Manager and the parameters of such PM's responsibility, authority and participation.

6 ARTICLE 6 – INSURANCE REQUIREMENTS

The CM@R and subconsultants shall procure and maintain until all of their obligations have been discharged,

including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@R, its agents, representatives, employees, subconsultants, subcontractors and such other related parties.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CM@R from liabilities that might arise out of the performance of the work under this Contract by the CM@R, his agents, representative, employees, or subconsultants. CM@R is free to purchase such additional insurance as may be determined necessary.

6.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

6.1.1 CM@R will provide coverage at least as broad and with limits of liability not less than those stated below.

6.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, direct operations, sublet work, completed operations, sexual predator coverage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Maximum Deductible	\$2,000

a) The policy shall be endorsed to include the following additional insured language: “The CITY shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@R”.

6.1.1.2 Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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a) The policy shall be endorsed to include the following additional insured language: “The CITY shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@R”, including automobiles owned, leased or hired or borrowed by the CM@R”.

6.1.1.3 Workers Compensation and Employers Liability

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

a) Policy shall contain waiver of subrogation against the CITY.

6.2 ADDITIONAL INSURANCE REQUIREMENTS:

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

- 6.2.1** On insurance policies where the CITY is named as additional insured, the CITY shall be an additional insured to the full limits of liability purchased by the CM@R even if those limits of liability are in excess of those required by this Contract.
- 6.2.2** The CM@R's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 6.2.3** Coverage provided by the CM@R shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3 SUBCONSULTANT INSURANCE

- 6.3.1** CM@R's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@R, however, subconsultants limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

6.4 NOTICE OF CANCELLATION

- 6.4.1** Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the CITY. Such notice shall be sent by certified mail, return receipt requested and sent directly to the CITY's named CITY Representative at:

Iris Dobler
816 North Main Street
Cottonwood, AZ 86326
(928) 634-0060

6.5 ACCEPTABILITY OF INSURERS

- 6.5.1** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona, and with an "A.M. Best" rating of not less than B+ VI. The CITY in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@R from potential insurer insolvency.

6.6 VERIFICATION OF COVERAGE

- 6.6.1** The CM@R will furnish the CITY, Certificates of Insurance (ACORD form or equivalent approved by the CITY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.6.2** All certificates and endorsements are to be received and approved by the CITY before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 6.6.3** All certificates required by this Contract will be sent directly to the CITY representative assigned to this Project. The CITY project/contract number and project description shall be noted on the certificates of insurance. The CITY reserves the right to require complete, certified copies of all

insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

6.7 APPROVAL

6.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the CITY, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7 ARTICLE 7 – CONTRACT CONDITIONS

7.1 PROJECT DOCUMENTS AND COPYRIGHTS

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

7.1.2 CM@R to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@R, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@R.

7.1.3 License to CITY for Reasonable Use: The CM@R hereby grants, and will require its Subconsultants to grant, a license to the CITY, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the CITY to alter or modify the Project Documents, then paragraph 7.1.1 applies.

7.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@R and its Subconsultants will endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Contract.

7.2 COMPLETENESS AND ACCURACY OF CM@R'S WORK

The CM@R will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the CITY as a result of additional construction cost caused by willful or negligent errors, omissions or acts shall be chargeable to the CM@R to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@R in Arizona, at the site of the Work, would exercise under similar conditions. The fact that the CITY has accepted or approved the CM@R's work or Deliverables will in no way relieve the CM@R of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the CITY. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the design architect.

7.3 ALTERATION IN CHARACTER OF WORK

- 7.3.1** In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the CITY. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the CITY and the CM@R. Such Change Order or Amendment will not be effective until approved by the CITY.
- 7.3.2** Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@R may accordingly be adjusted by mutual agreement of the contracting parties.
- 7.3.3** No claim for extra work done or materials furnished by the CM@R will be allowed by the CITY except as provided herein, nor will the CM@R do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing by the CITY. Work or material(s) furnished by the CM@R without such prior written authorization will be at the CM@R's sole jeopardy, cost, and expense, and the CM@R hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

7.4 DATA CONFIDENTIALITY

- 7.4.1** As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@R in the performance of this Contract.
- 7.4.2** The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@R in connection with the CM@R's performance of this Contract is confidential and proprietary information belonging to the CITY.
- 7.4.3** The CM@R will not divulge data to any third party without prior written consent of the CITY. The CM@R will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
 - 7.4.3.1** Data which was known to the CM@R prior to its performance under this Contract unless such data was acquired in connection with work performed for the CITY;
 - 7.4.3.2** Data which was acquired by the CM@R in its performance under this Contract and which was disclosed to the CM@R by a third party, who to the best of the CM@R's knowledge and belief, had the legal right to make such disclosure and the CM@R is not otherwise required to hold such data in confidence; or
 - 7.4.3.3** Data, which is required to be disclosed by the CM@R by virtue of law, regulation, or court.
- 7.4.4** In the event the CM@R is required or requested to disclose data to a third party, or any other information to which the CM@R became privy as a result of any other contract with the CITY, the CM@R will first notify the CITY as set forth in this Article of the request or demand for the data. The CM@R will timely give the CITY sufficient facts, such that the CITY can have a meaningful opportunity to either first give its consent or take such action that the CITY may deem appropriate to protect such data or other information from disclosure.

- 7.4.5 The CM@R, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the CITY, will promptly deliver, as set forth in this section, a copy of all data to the CITY. All data will continue to be subject to the confidentiality agreements of this Contract.
- 7.4.6 The CM@R assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the CITY if any of the provisions of this section are violated by the CM@R, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

7.5 PROJECT STAFFING

- 7.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@R will submit to the CITY, an organization chart for the CM@R staff and Subconsultants and detailed resumes of key personnel listed in its response to the CITY's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the CITY hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@R desires to change such key personnel from performing such services under this Contract, the CM@R will submit the qualifications of the proposed substituted personnel to the CITY for prior approval. Key personnel will include, but are not limited to, principal-in-charge, CITY Representative, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 7.5.2 The CM@R will maintain an adequate number of competent and qualified persons, as determined by the CITY, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the CITY objects, with reasonable cause, to any of the CM@R's staff, the CM@R will take prompt corrective action acceptable to the CITY and, if required, remove such personnel from the Project and replace with new personnel acceptable to the CITY.
- 7.5.3 CM@R shall take all steps necessary to ensure that all persons working on their behalf or for whom they are responsible are appropriate for work in a governmental environment and pose no threat to the health, safety and welfare of CITY's residents and staff.

7.6 INDEPENDENT CONTRACTOR

- 7.6.1 The CM@R is and will be an independent contractor and whatever measure of control the CITY exercises over the work or any Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the CITY the right to direct the CM@R as to the details of accomplishing the work or any Deliverable. These results will comply with all applicable laws and ordinances.

7.7 SUBCONSULTANTS

- 7.7.1 Prior to beginning the work or any Deliverable, the CM@R will furnish the CITY for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the CITY.

7.8 TERMINATION

- 7.8.1 The CITY and the CM@R hereby agree to the full performance of the covenants contained herein, except that the CITY reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@R.

- 7.8.2** In the event the CITY abandons any or all of the services or any part of the services as herein provided, the CITY will so notify the CM@R in writing, and the CM@R will immediately after receiving such notice discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.
- 7.8.3** The CM@R, upon such termination or abandonment, will promptly deliver to the CITY all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the CITY.
- 7.8.4** The CM@R will appraise the work completed and submit an appraisal to the CITY for evaluation. The CITY will have the right to inspect the CM@R's work or Deliverables to appraise the work completed.
- 7.8.5** The CM@R will receive compensation in full for services satisfactorily performed to the date of such termination. In no event shall claims be made for nor shall the CITY pay any amounts for lost profit, lost opportunity and/or related claims. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CM@R and the CITY. If there is no mutual agreement, the final determination will be made in accordance with paragraph 7.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 7.3, "Alteration in Character of Work". The CITY will make the final payment within sixty Days after the CM@R has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

7.9 DISPUTES

- 7.9.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@R and CITY each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 7.9.2** CM@R and CITY will first attempt to resolve disputes or disagreements at the field level through discussions between CM@R's Representative and CITY's Representative, or their designee(s).
- 7.9.3** If a dispute or disagreement cannot be resolved through field level discussions, CM@R's Representative and CITY's Representative, upon the request of either party, shall meet in a separately scheduled formal meeting, as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If the Representatives so agree other persons or parties may participate in this meeting.
- 7.9.4** For any disputes not resolved pursuant to the foregoing provisions, the following procedures shall apply:

7.9.4.1 MATTERS IN QUESTION/DISPUTE RESOLUTION

In signing this Agreement, CM@R agrees that any cause CM@R may have against the Owner arising in relation to this Procurement and Project, including but not limited to, contract claims and controversies, including claims related to assignees of CM@R, shall be resolved through an Alternative Dispute Resolution (ADR) process as agreed between the parties. If the parties fail to agree to an ADR procedure or if ADR is unsuccessful then disputes shall be resolved by litigation in which venue shall be in Yavapai County Superior Court and liberal joinder shall be allowed.

7.9.4.2 OTHER PARTIES

The parties agree that the Architect/Engineer, Design Consultants, or other parties involved in the Project, may be joined in the resolution of disputes, at the request of either party.

7.10 DUTY TO CONTINUE PERFORMANCE

7.10.1 Unless provided to the contrary in the Contract Documents, CM@R shall continue to perform the Work and CITY shall continue to satisfy its payment obligations to CM@R, pending the final resolution of any dispute or disagreement between CM@R and CITY.

7.11 REPRESENTATIVES OF THE PARTIES

7.11.1 CITY's Representative CITY designates the individual listed below or his designee as its Representative ("CITY's Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 7.9:

Doug Bartosh, City Manager
827 North Main Street
Cottonwood, AZ 86326
(928) 634-5526

7.11.2 CM@R's Representative CM@R designates the individual listed below as its Representative ("CM@R's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 7.9:

Address:
Phone:
Fax:

7.12 WITHHOLDING PAYMENT

7.12.1 The CITY reserves the right to withhold funds from the CITY's progress payments up to the amount equal to the claims the CITY may have against the CM@R, until such time that a settlement on those claims has been reached. Should the CITY withhold payments or portions of payments pursuant to this paragraph they shall do so in compliance with A.R.S. § 34-609(B)(2-7).

7.13 RECORDS/AUDIT

7.13.1 Records of the CM@R's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the CITY and CM@R will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The CITY, its authorized representative, and/or the appropriate state or federal agency, reserve the right to audit the CM@R's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The CITY reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@R's records, the audit discloses the CM@R has provided false, misleading, or inaccurate cost and pricing data.

7.13.2 The CM@R will include a provision similar to paragraph 7.13.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the CITY, its authorized representative, and/or the appropriate state or federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The CITY reserves the right to decrease Contract Amount and/or payments made on

this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the CITY to audit their records to verify the accuracy and appropriateness of pricing data.

7.14 INDEMNIFICATION

7.14.1 The CM@R agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as “indemnitee”, from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the work or Deliverables done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of the CM@R to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@R will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

7.15 NOTICES

7.15.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To CM@R	Address: Phone: Fax:
To CITY:	Address: Phone: Fax:
Copy to: CITY Representative	Address: Phone: Fax:
Copy to: Design Professional (if applicable)	
Copy to: Project Manager (if applicable)	

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

7.16 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

7.16.1 The CM@R will comply with the provisions of this Contract, and applicable laws pertaining to equal opportunity and non-discrimination pertaining to discrimination and accepting applications or hiring employees. The CM@R will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The CM@R will take affirmative action to ensure that applicants are employed, and employees are dealt with during

employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@R further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@R.

7.17 COMPLIANCE WITH FEDERAL LAWS

7.17.1 The CM@R understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to CM@R. The CM@R agrees to comply with these and all laws in performing this Contract and to permit the CITY to verify such compliance.

7.18 CONFLICT OF INTEREST

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

Doug Bartosh, City Manager
827 North Main Street
Cottonwood, AZ 86326
(928) 634-5526

7.18.2 Actions considered to be adverse to the CITY under this Contract include but are not limited to:

- a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the CITY;
- b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the CITY; and
- c) Using data to produce income for the CM@R or its employees independently of performing the services under this Contract, without the prior written consent of the CITY.

7.18.3 The CM@R represents that except for those persons, entities and projects previously identified in writing to the CITY, the services to be performed by the CM@R under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the CITY.

7.18.4 The CM@R's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

7.19 CONTRACTOR'S LICENSE

7.19.1 Prior to award of the Contract, the CM@R must provide to the CITY Representative, its Contractor's License Classification and number and its Federal Tax I.D. number.

7.20 SUCCESSORS AND ASSIGNS

7.20.1 The CITY and the CM@R each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the CITY nor the CM@R will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the CITY.

7.21 FORCE MAJEURE

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

7.22 COVENANT AGAINST CONTINGENT FEES

7.22.1 The CM@R warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the CITY COUNCIL, or any employee of the CITY has any interest, financially, or otherwise, in the firm. The CITY will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

7.23 NON-WAIVER PROVISION

7.23.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

7.24 JURISDICTION

7.24.1 This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, in the Arizona County in which the Work is to be constructed, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

7.25 SURVIVAL

7.25.1 All warranties, representations and indemnifications by the CM@R will survive the completion or termination of this Contract.

7.26 MODIFICATION

7.26.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

7.27 SEVERABILITY

7.27.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

7.28 INTEGRATION

7.28.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

7.29 TIME IS OF THE ESSENCE

7.29.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

7.30 PERIOD OF SERVICES

7.30.1 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the CITY, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal CITY holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (local time) on the day of performance.

7.31 THIRD PARTY BENEFICIARY

7.31.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the CITY and the CM@R. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the CITY and the CM@R and not for the benefit of any other party.

7.32 COOPERATION AND FURTHER DOCUMENTATION

7.32.1 The CM@R agrees to provide the CITY such other duly executed documents as may be reasonably requested by the CITY to implement the intent of this Contract.

7.33 CONFLICT IN LANGUAGE

7.33.1 All work or Deliverables performed will conform to all applicable CITY codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

7.34 CITY'S RIGHT OF CANCELLATION

7.34.1 All parties hereto acknowledge that this Contract is subject to cancellation pursuant to applicable provisions of Arizona Revised Statutes and the Arizona Administrative Code.

7.35 CONTRACTOR'S CERTIFICATION

In accordance with A.R.S. § 35-397 the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran or Sudan.

7.36 CONTRACTOR'S COMPLIANCE WITH IMMIGRATION LAWS

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection

23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor shall obtain statements from its Subcontractors certifying compliance with the foregoing requirements and shall furnish the statements to the CITY upon request. These warranties shall remain in effect through the term of the contract.

The Contractor and its Subcontractors shall also maintain employment eligibility verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under this contract. I-9 Forms are available for download at USCIS.GOV.

Contractor also warrants and certifies by execution of this contract that Contractor and all Subcontractors have or shall, prior to construction, comply and maintain compliance with FINA and A.R.S. § 41-4401 and 23-214 which require compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

7.37 CONTRACTOR’S WARRANTY OF BACKGROUND CHECKS

CM@R, by its signature below, warrants and certifies that it has reviewed the background of all of its employees and will also require all of CM@R’s Subconsultants and Major Suppliers to review the backgrounds of their employees and warrant that any employee, Subcontractor or employee of Subcontractor or others for whom CM@R is responsible (hereinafter collectively referred to as “CM@R and agents”) and the CM@R and agents do not have backgrounds which include convictions for crimes of violence, crimes against people, crimes relating to controlled substances or any other crimes or backgrounds which would make them inappropriate to work or be present on CITY property.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized CITY officials.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____, 20____.

CITY OF COTTONWOOD

CONSTRUCTION MANAGER AT RISK

Diane Joens, Mayor

By: _____

Title: _____

APPROVE AS TO FORM

ATTEST (If Corporation):

Steven Horton, City Attorney

Secretary

ATTEST

SEAL

Marianne Jimenez, City Clerk

EXHIBIT A PROJECT BACKGROUND

All documentation provided is for informational purposes only and not intended for construction.

A. PROJECT BACKGROUND

During the design phase of the Project, the Contractor shall submit for review and approval by the City:

- Regular, detailed cost estimates to ensure budget adherence and integrity.
- Calculations
- Progress plans and specifications
- Details on equipment selection including manufacturer, materials of construction, and electrical requirements at key milestones in the project that will be determined during contract negotiations with the selected Contractor.

B. PROJECT SPECIFIC INFORMATION

1. General Building Requirements

The City of Cottonwood has completed both a feasibility study and a business case for a consolidated Emergency Communications Center. The City is interested in building a center to support emergency communications for the City of Cottonwood’s police, fire and EMS services with the potential to add subscribing agencies in the future. The new facility will support approximately 20,000 police incidents and 3,200 Fire/EMS runs per year. It has been recommended that the City plan for 4 CAD dispatch positions (with potential growth to 8 positions) and the required support facilities. Initially the City may plan for approximately 4,000 sf of building with the potential to expand up to an additional 3,000 sf.

2. Selected Site, Permitting and Available Information

a. Selected Site Description

The City has selected a City owned 2.7 acre parcel adjacent to the Cottonwood Public Safety Building for the location of the Emergency Communications Center.

b. Permitting

All permits required for plan approval, construction and final acceptance will be coordinated through the Contractor or City as noted in Table 1. This Table may not be complete and it is the Contractor’s responsibility to obtain all permits, except as herein noted, for the Project.

Table 1 - Listing of Regulatory Reviews, Plans, Approvals, Permits and Certifications

Requirement	Responsible Party	Regulatory Agency
Architectural Approval	Design Engineer	City of Cottonwood
Site Plan/Conditional Use Permit approval	Contractor	City of Cottonwood
Building Permit	Contractor	City of Cottonwood

**EXHIBIT B
RESPONSE SECTION**

(Including all information required to be submitted with Response)

1. Respondent Information:

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Local Address: _____

Type of Organization: _____

Tax ID #: _____ License #: _____

2. Receipt of Addenda:

Respondent acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

By submitting a SOQ in response to this RFQ, the Respondent expressly agrees to indemnify and hold harmless the City of Cottonwood and any of its departments, agencies, officers, employees, representatives, and the engineering firms, from any and all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the use of information provided by the Respondent. By submitting a SOQ, Respondent expressly acknowledges their independent obligation to review and verify all such documentation. The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this Response, contact:

Company Name

Name: _____

Signature of Person Authorized to Sign

Phone: _____

Printed Name

Fax: _____

Title

Email: _____

EXHIBIT C
HOURLY RATE SCHEDULE

(To be completed ONLY during Contract negotiations, do NOT submit with Response)

The schedule of hourly labor rates for employees of _____, the Construction Manager at Risk and its Subcontractors follow and are based on the approved Proposal submitted to the City of Cottonwood on the _____ day of _____, 20____.

LIST OF CLASSIFICATIONS:

Classification	Direct Labor Rate	Total Labor Rate
-----------------------	--------------------------	-------------------------

EXHIBIT D
SUBMITTAL REQUIREMENTS FOR GROSS MAXIMUM PRICE
 (To be completed ONLY during Contract negotiations, do NOT submit with Response)

THE FOLLOWING APPLIES TO SUBMITTAL OF ANY GROSS MAXIMUM PRICE (GMP).

GMP submittal, one (1) copy for review.

Eight (8) copies will be requested by the City prior to Contract execution. The eight (8) copies will be punched as required for contract preparation.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarifications and assumptions
6. Project Schedule

1. Scope of Work. The Scope of Work will consist of a brief description of the work to be performed by the Construction Manager at Risk (CM@R) and major points that the CM@R and the City must be aware of pertaining to the Scope (normally one (1) paragraph is sufficient).

2. Summary of the Gross Maximum Price (GMP). A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. **Do not acquire bond or insurance until notified by the City.** All costs should be listed individually for future use.

PROJECT #:

DATE:

PROJECT NAME:

GMP Summary				Amount
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)			\$
B.	CM@R's Contingency			\$
Indirect Costs			Rate	
C.	Construction Fee		%	\$
D.	General Conditions		%	\$
	D1	Payment and Performance Bond	\$	%
	D2	Insurance	\$	%
E.	Sales Taxes		%	\$
			F. TOTAL GMP	\$
			G. Owner's Contingency	\$
H. Contract Amount				\$

Formulas:

Total GMP: $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F , D/F , and $D1/F$

3. **Schedule of Values.** A spreadsheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@R's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. **List of Plans and Specifications Used for GMP Proposal.** A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@R, Design Consultant, and CITY Representative using the format below.

Plans Used For Preparation of GMP No.

CM@R	Date
Design Consultant	Date
CITY Representative	Date

5. **List of Clarifications and Assumptions.** A list of the clarifications and assumptions made by the CM@R in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. **Project Schedule.** A Critical Path Method (CPM) diagram of the construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. Eight (8) copies of the GMP (perforated as requested by the City) Velo or three (3) hole punched.
2. One (1) copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, CM@R and the City Representative).

EXHIBIT E
CERTIFICATE OF INSURABILITY

I hereby certify that as a Respondent to the City of Cottonwood (City) for Solicitation No. _____, I am fully aware of insurance requirements contained in the Contract and by the submission of this response. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Signature of Respondent

Company

Date

EXHIBIT F
CONTRACTOR IMMIGRATION WARRANTY

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited Contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

CITY OF COTTONWOOD

REQUEST FOR QUALIFICATIONS

The City of Cottonwood
invites the submittal of Statement of Qualifications for:

ARCHITECTURAL AND ENGINEERING SERVICES

RFQ # 2013-PW-07

Emergency Communications Center

Responses will be received at the City offices:

Purchasing Department
816 North Main Street
Cottonwood, AZ

Please refer to Attachment A for all scheduled activities

For inquiries regarding this Request for Qualifications (RFQ)
contact the City of Cottonwood Representative:

Scott Mangarpan
Project Manager
City of Cottonwood
1490 West Mingus Avenue
Cottonwood, AZ 86326
(928) 634-8033, Ext. 11
smangarpan@cottonwoodaz.gov

_____, 2012

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REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES

RFQ # 2013-PW-07

The City of Cottonwood (the “City”), Cottonwood, Arizona, invites the submittal of Statement of Qualifications (“SOQ”) for Architectural and Engineering services from qualified firms and registrants (“Respondents”) properly registered in the State of Arizona with the Arizona State Board of Technical Registration. The City has determined that the services to be acquired are architectural, engineering, professional services (“Services”) as identified in A.R.S. § 34-101(2) and (3) and A.R.S. § 34-603(A)(1)(4). Services will be procured pursuant to A.R.S. § 34-603. To be eligible for consideration for these Services, a Respondent must submit an SOQ demonstrating appropriate competence and qualifications, including experience with a scope of services (a “Project”) similar or relevant to the Project described herein.

Pre-Submittal Conference

A pre-submittal conference has been scheduled at the time and location specified in Attachment A. Attendance by Respondents is strongly encouraged, but is not mandatory.

Draft Project Outline

The City seeks architectural and engineering services (“Services”) for the complete design and construction of an Emergency Communications Center.

The City of Cottonwood has completed both a feasibility study and a business case for a consolidated Emergency Communications Center. The City is interested in building a center to support emergency communications for the City of Cottonwood’s police, fire and EMS services with the potential to add subscribing agencies in the future. The new facility will support dispatching for approximately 20,000 police incidents and 3,200 Fire/EMS runs per year. It has been recommended that the City plan for 4 CAD dispatch positions (with potential growth to 8 positions) and the required support facilities. Initially the City may plan for approximately 4,000 sf of building with the potential to expand up to an additional 3,000 sf. The City has selected a City owned 2.7 acre parcel adjacent to the Cottonwood Public Safety Building for the location of the Emergency Communications Center.

The A/E Services shall include, but are not limited to:

Conceptual Design

- Attend Project Planning Workshops;
- Attend public meetings with various focus or neighborhood groups to solicit public input.
 Incorporate public feedback into the design as directed;
- Develop Conceptual Design Studies;
- Coordinate and Reconcile Conceptual Studies with Owner’s Baseline Project Cost Model;
- Conduct Preliminary Engineering Analysis: Identification of development constraints; Availability of utilities; Design of storm water systems; Other issues that may affect the development cost;

- Conduct preliminary engineering analysis of all needed equipment and long lead items and how they will impact the design, construction and how they may affect the cost of the Project;
- Prepare Conceptual Renderings of Site and Floor Plans as well as Building Elevations;
- Prepare Presentation Material for Public Meetings;
- Coordinate Conceptual Design with other agencies as required;
- Consideration analysis and implementation of environmental design issues, factors and applications.

Schematic Design

- Prepare Schematic Design Documents based on approved Conceptual Design;
- Coordinate and Reconcile Schematic Design with Owner's Baseline Project Cost Model;
- Coordinate and Reconcile Schematic Design with Owner's QC/Constructability Review;
- Provide Alternate Systems Analysis.

Design Development

- Prepare Design Development Documents based on approved Schematic Design;
- Coordinate and Reconcile Design Development with Owner's Baseline Project Cost Model;
- Coordinate and Reconcile Design Development with Owner's QC/Constructability Review;
- Conduct a Long-Lead Procurement Study.

Construction Document Development

- Prepare Construction Documents based on approved Design Development Documents;
- Coordinate and Reconcile Construction Documents with Owner's Baseline Project Cost Model;
- Coordinate and Reconcile Construction Documents with Owner's QC/Constructability Review;
- Submit Construction Documents to Agencies having Jurisdiction for Approval.

Construction Phase

- Conduct Shop Drawing and Product Submittal Review;
- Attend Bi-Weekly Site Observation/Project Meetings;
- Attend Monthly Owner Project Meetings;
- Prepare responses to RFI;
- Review and Comment on Contractor Change Order Proposals;
- Review and Certify Contractor Applications for Payment;
- Administer Contractor Close-out Procedures;
- Attend Warranty Meetings as Required.

This draft Project outline is for informational purposes only and does not limit or define the actual Project or scope of services. The actual Project and scope of services will be made a part of any final contract resulting from this RFQ.

Communications with the City

All communication with the City shall respond to the following guidelines and shall be in writing. Respondents shall address all communications (other than delivery of the SOQ) to the City at the address or email noted below.

Scott Mangarpan
Project Manager
City of Cottonwood
1490 West Mingus Avenue
Cottonwood, AZ 86326
smangarpan@cottonwoodaz.gov

Written communications may also be faxed to 928-634-7285.

From the date of issuance by the City of this RFQ, and until a binding contractual agreement is executed with a selected Respondent and all other Respondents have been so notified, all communications between the City and a Respondent (or any of the Respondent's representatives) shall be formal. Formal communications shall include, but not be limited to: (1) general written inquiries, (2) pre-submittal written questions and answers, (3) written queries based on site visits, and (4) written addenda.

No informal communication shall occur regarding this procurement, including requests for information, comments, speculation, etc., between a Respondent or any of their individual representatives and any City employee except as noted herein. All telephone or personal contact concerning this RFQ shall be made with:

Scott Mangarpan
Project Manager
City of Cottonwood
1490 West Mingus Avenue
Cottonwood, AZ 86326
(928) 634-8033, Ext. 11
smangarpan@cottonwoodaz.gov

The City reserves the right to reject any SOQ submitted by a Respondent who, in the judgment of the City, has not complied with these guidelines.

Interpretation of RFQ Documents before Submittal

Respondents who desire clarifications of Project or SOQ requirements may submit written questions to the Project Manager. Responses to questions will be made available to all known RFQ holders in the form of Addenda. Questions received less than three days prior to the scheduled submittal date will not be answered. The following procedures apply:

- The Respondent submitting the question shall be responsible for its prompt delivery.
- Interpretation or correction of the RFQ will be made only by written addendum which will be made available to each known holder of an RFQ. The City is not responsible for any other explanations or interpretations of the RFQ.
- A Pre-Submittal Conference will be held on the date specified in Attachment A. The purpose of this conference will be to clarify the contents of this RFQ in order to avoid any misunderstanding of the City's intentions. Any doubts as to the requirements of this RFQ or any omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written addendum to the solicitation. Oral statements by any person will not constitute an addendum to this solicitation.

Submission Requirements

SOQs will be received at the location and until the time specified in Attachment A. SOQs shall be sealed, labeled, and provided in the numbers specified in Attachment A. No verbal, E-mail, telephone, or faxed SOQs will be accepted. Late deliveries will not be accepted. Please note that delivery services and “overnight mail” cannot be relied upon to make timely deliveries. It is the sole responsibility of the Respondent to ensure proper and timely SOQ delivery. Copies of the SOQ shall not be sent to any other office or department at the City. SOQs will be opened on the date and time specified in Attachment A, and the name of respondents will be read aloud. All information regarding the SOQs in this procurement process will remain confidential and/or disclosed pursuant to A.R.S. § 34-603(H).

SOQs shall contain all of the information specified herein and shall be submitted in the specified organizational format. **There is a 30 page limitation on the total number of pages (not including Standard Form 330). SOQs shall be spiral, comb or wire-o bound, no binders will be accepted.** If in the judgment of the City any section is absent or incomplete, or if the organizational format is not as specified, the City reserves the right to reject the SOQ.

All information in the SOQ shall be machine printed for legibility. Only the proper signature is to be handwritten. SOQs found to be illegible in the judgment of the City will be rejected.

The City reserves the right to reject any SOQ not properly signed. All SOQs marked as original shall include a transmittal letter signed by an authorized representative of the Respondent in ink.

(Include all of the following)

Transmittal Letter

Provide a transmittal letter identifying and introducing the Respondent. Briefly summarize the Respondent’s background and any distinguishing qualities or capabilities that uniquely qualify the Respondent for the Project.

This letter shall be signed by the individual to be regarded as the Respondent’s team leader, with authority to bind the Respondent contractually. Please address the letter to Doug Bartosh, City Manager

Table of Contents

The Table of Contents shall list all SOQ sections as listed below.

(Tab the following SOQ sections by letter as indicated below)

A. Organization

Provide a diagram of the Respondent’s team structure, clearly indicating the prime responsible firms and individuals, and noting the roles and responsible individuals of any sub-consultants.

Provide a summary of all team members, including names, roles and responsibilities within the team.

B. Qualifications as Demonstrated by Experience

Demonstrate special expertise, qualifications, and experience, via similar projects completed by the team members. This experience must include projects with characteristics substantially similar to the proposed Project, including knowledge of operations in relatively remote, rural

locations and knowledge and past experience in the construction of emergency communication centers.

List and describe in detail at least five completed projects which establish the team members' experience with projects having demonstrable relevance, including but not limited to, emergency communication centers. Describe the listed project's relevance to the Project. Include contractual and actual completion dates, beginning project budget and actual cost of completed project.

C. Key Individual Qualifications and Experience

List the key individuals to be assigned to the Project together with their job descriptions, qualifications and experience. Specifically describe the role each person will have in the Project. This list shall include the following roles at a minimum:

- The Manager who will be in overall direct responsible day-to-day charge of the Project for its entire duration, and responsible for regular communication with City representatives.
- For each listed Sub-Consultant, the Manager who will be in responsible day-to-day charge of the Project for its entire duration.

Indicate the specific role each has played in relevant or comparable projects identified in the SOQ. Include individual resumes for key project leadership.

The City is primarily interested in information regarding those individuals who will have the greatest directly engaged responsibilities in completing the Project.

D. Ability / Capacity of Respondent to Service the Project

The City expects the successful Respondent to make a significant commitment to servicing the Project and the City, regardless of geographic distance. Describe specifically the procedures the Respondent shall employ to ensure that the Project and the City are thoroughly supported from the earliest planning stages through completion.

Describe the current workload and availability of adequate staff to handle the Project.

Document that each individual and/or firm is appropriately licensed or registered to perform the requested services in the State of Arizona, as required by the Board of Technical Registration. The selected Respondent and all consultants and sub-consultants of the selected Respondent shall, at all times relative to the contract to be awarded relative to this RFQ, be covered by professional liability insurance that that is equal to or greater than the quality (grade, terms, etc.) and amounts (policy limits) of the professional liability insurance to be required of the successful Respondent under Respondent's contract with the City.

Describe in this section the quality management plan that shall be established for the Project.

Please provide answers to the following questions:

- Have any members of the Respondent's team had any business bankruptcies or foreclosures?
- Have any members of the team been, or are they currently, involved in any litigation with a client? If so, explain the circumstances, resolution, and current status.

- Have any members of the team been, or are they currently, involved in any litigation with any client or public or governmental organizations? If so, explain the circumstances, resolution, and current status.
- Have primary members of the team been involved in any construction-related litigation with any building owners in the last five years, excluding worker's compensation claims? If so, explain the circumstances, resolution, and current status.

E. Project Understanding and Approach

Discuss the important issues your team has identified on the Project and your proposed approach to address these issues.

F. Client References

Identify the names and *current* telephone numbers of client user group and/or facilities project management contacts with first-hand personal knowledge of each of the projects identified in the SOQ. Identify each contact's specific role in the referenced project.

The Respondent may list additional client reference contacts for comparable projects which establish the Respondent's qualifications and experience.

Letters of reference may be included in this section.

G. Local Knowledge

Identify your firm's familiarity with the project/architectural elements in the Northern Arizona area. Identify your firm's knowledge of the City of Cottonwood approval process.

H. Standard Form 330 and Other Information

Include in this section an executed United States General Services Administration Standard Form 330. The Respondent may at its option also include in this section other information it considers appropriate for this SOQ.

I. Addenda acknowledgement

Include a signed copy of the addendum receipt acknowledgement form.

Fees and Pricing

Do not include any fees or pricing related to the Project with SOQs.

Proprietary Information

Respondents may designate portions of an SOQ as proprietary information. A statement advising the City of this fact shall accompany the submission and such information shall be so identified wherever it appears.

Selection Process

The City's Selection Committee will evaluate the SOQs and rank the Respondents in the order of demonstrated competence and qualifications based solely on the weighted criteria listed herein to meet the needs of the City. Past proven experience in the construction of emergency communication centers or like facilities is an important factor in the ranking.

The City shall, based on the criteria and relative weight of the selection criteria listed herein, select persons or firms to be interviewed in establishing the final list. The selection criteria and relative weight of the selection criteria to be used in the interview process shall be provided to those selected for an

interview. The City will select at least three (3) but not more than five (5) Respondents to participate in the interview process.

Based on the combined scores of the SOQ review and the interviews (40% for the SOQ and 60% for the interview), persons or firms shall be placed on a final list in order of preference.

If the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranked Respondent for each award. All negotiations relative to this procurement shall be conducted in strict compliance with A.R.S. § 34-603(E). If an agreement establishing fair and reasonable compensation, contract requirements, and contract documents cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the second ranked Respondent for each award and so on or the City may elect to terminate this procurement at any time during the process. If a contractual agreement cannot be reached with any of the Respondents initially qualified, the Committee may qualify additional Respondents from the SOQs or repeat the entire RFQ process at the City's sole discretion. The City may elect to terminate this procurement or any negotiations at any time the City, in its sole discretion, believes it to be in the City's best interest.

Ranking Criteria

The City's Selection Committee will rank Respondents based upon the following criteria:

- Past project performance in regards to relevance, quality and ability to meet schedules. (20 points)
- Demonstrated professionalism of the Respondent, associates and consultants proposed for the Project. (20 points)
- Capability of the Respondent to meet City needs and goals and provide the required services within the time schedule and original budget of the Project. (15 points)
- The Respondent's proposed method of approach. (15 points)
- Past proven performance in the construction of emergency communication centers or like facilities within a project budget range of \$3,000,000 to \$6,000,000. (15 points)
- Reputation for personal and professional integrity and competence. (10 points)
- Knowledge of local conditions and procedures. (10 points)
- Overall evaluation of Respondent. (10 points)

Integrity of SOQs

By submitting an SOQ, the Respondent affirms:

- That it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted SOQ.
- The submission of the SOQ did not involve collusive or other anti-competitive practices.
- The Respondent shall not discriminate against any employee or applicant for employment in violation of any applicable law.

Mistakes in SOQ

A Respondent may withdraw the SOQ or correct any mistake by modifying the SOQ prior to the time and date set for receipt.

Rejection

The City reserves the right to reject any or all SOQs or any part thereof, or to accept any SOQ or any part thereof, and to waive or decline to waive any formality or informality in any SOQ as deemed to be in the best interest of the City. Notwithstanding any other provision herein, the City expressly reserves the right to reject any or all SOQs or reissue the Request for Qualifications.

Gratuities

The City, by written notice, may terminate any contract issued as a result of this RFQ if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Respondent or any agent or representative of the Respondent, to any officer or employee of the City with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event the contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Respondent the amount of the gratuity.

Conflict of Interest

Any contract issued related to this RFQ is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Headings

The captions, headings and subheadings in this document are for the convenience, enjoyment and ease of personal use only and in no way define, limit or describe the scope or intent of the document.

Return of Documents

Any documents submitted in response to the RFQ become the property of the City, and will not be returned.

Disclosure of Data

All disclosures relative to this procurement shall be in strict compliance with A.R.S. § 34-603(H).

SOQs may contain data that the Respondent does not wish disclosed for any purpose other than evaluation of the SOQ. If so, the Respondent shall clearly identify the specific pages of the SOQ to be restricted. The City assumes no liability for disclosure or use of unmarked data, or for the disclosure of marked data if that disclosure is required by law. Unless confidentiality is requested, information submitted in response to the RFQ may be disclosed in response to a Request for Inspection of Public Records submitted pursuant to the Arizona Public Records Act and as required and/or limited under A.R.S. § 34-603(H).

The Contract

A formal contract to provide services for the Project will be initiated by the City upon award by the City Council. The proposed contract (Contract) will be provided to selected interviewees via PDF e-mail prior to interviews. Respondent must note all exceptions to the Contract and the reasons therefore in writing before or at their interview or exceptions are waived.

It is mutually agreed that the successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein, or the power to exercise such contract, to any person, company or corporation without prior written consent of the City.

Protests

Any protests to this solicitation and procurement shall be filed pursuant to A.R.S. § 34-603(J).

Reservation of Rights by the City

The City expressly reserves the right to undertake any of the following if advantageous to the City:

- Reject any or all SOQs.
- Withhold the award for any reason it may determine.
- Terminate the RFQ process at any time.
- Reissue the RFQ.
- Extend the time frame for submission of the responses by notification to all parties who are known to have received a copy of the RFQ.
- Request more information from any or all submitting Respondents.
- Hold all SOQs for a period of 60 days after the opening date and time, and accept a SOQ not withdrawn before the scheduled date and time for receipt.
- Waive or decline to waive irregularities in any SOQ, or in the RFQ process.
- Decline to enter into a contract with any of the Respondents.

Other Terms and Conditions

The receipt by the City of a SOQ will indicate that the submitting Respondent understands the requirements and shall supply the services proposed.

Acceptance of any SOQ will take into consideration the reliability of the Respondent, past documented performance, and the appropriateness of the information provided. The City will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of the SOQ. The City's decision will be final.

All costs for preparation, submission and/or delivery incurred by the Respondent are the sole responsibility of the Respondent and will not be paid by the City.

ATTACHMENT A: NOTICE OF NEED FOR A/E SERVICES

CITY OF COTTONWOOD
RFQ # 2013-PW-07
EMERGENCY COMMUNICATIONS CENTER

The City of Cottonwood, Arizona, invites the submittal of a Statement of Qualifications (“SOQ”) for Architectural and Engineering services from qualified firms and registrants (“Respondents”) properly registered in the State of Arizona with the Arizona State Board of Technical Registration. All SOQs will be subject to all requirements specified in the Request for Qualifications package (the “RFQ”). RFQs may be obtained at the following location:

Lisa Elliot
Purchasing Manager
City of Cottonwood
816 N. Main St.
Cottonwood, AZ 86326
(928) 340-2714
lelliot@cottonwoodaz.gov

RFQs will not be faxed or mailed.

A pre-submittal conference is scheduled for _____ at 10:00 A.M. local time at the _____ Room at the City of Cottonwood Public Safety Building, Meeting Room A.

A Statement of Qualifications shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked “Statement of Qualifications for Architectural and Engineering Services; RFQ# 2013-PW-07, Submitted by [Respondent name]”. One (1) original and eight (8) copies of the SOQ shall be submitted, with the original clearly so labeled. Sealed SOQs will be received until 12 Noon local time, _____, at the City Finance Offices, located at 816 N. Main St., Cottonwood, Arizona. Faxed or emailed SOQs will not be considered.

SOQs will be time and date stamped upon receipt in the City Finance Office. Time of SOQ arrival will be recorded from the clock located at the City Finance Office. Any SOQs, modifications or withdrawals arriving at the City Finance Office after the time and date scheduled for delivery will not be considered, unless the SOQ, modification or withdrawal would have been timely received but for the action or inaction of the City personnel and is received before contract award.

SOQs and modifications will be opened publicly at 1:30 p.m. local time, _____, in the City Council Chambers, located at 826 N. Main St., Cottonwood, Arizona, and the name of each Respondent or individual submitting a SOQ will be recorded. The record will be made available for public inspection.

All information and SOQs submitted will be made available for public inspection following the award of a contract, except that portion of a SOQ that a Respondent has so identified, and the City concurs, will remain confidential from and after the time of SOQ opening.

The City reserves the right to cancel this request or reject any or all SOQs in whole or in part if it is advantageous to the City.

ATTACHMENT B ADDENDUM RECEIPT ACKNOWLEDGEMENT FORM

CITY OF COTTONWOOD

ARCHITECTURAL AND ENGINEERING SERVICES
RFQ # 2013-PW-07

[Respondent name] declares an interest in being selected to perform the services described in RFQ # 2013-PW-07, and affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Statement of Qualifications.

By: _____

Printed name: _____

Title: _____

Date: _____

Addenda received:

1. _____, dated _____
2. _____, dated _____
3. _____, dated _____
4. _____, dated _____
5. _____, dated _____

(List others as needed in the same format.)

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	November 6, 2012
Subject:	Construction of new Old Town area Parking Lot behind Orion Bread Company
Department:	Development Services
From:	Dan Lueder, Development Services

REQUESTED ACTION

Consider approval of a JOC bid for construction of the parking lot behind Orion Bread Company.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to award the bid for construction of a new City parking lot, driveway and pedestrian walkway behind and adjacent to the Orion Bread Company building to Kinney Construction in the amount of \$155,333.93.

BACKGROUND

Council recognized the need for additional parking in Old Town and authorized the purchase of two parcels for construction of a new parking lot and pedestrian walkway. The actual parking lot will be located behind the Orion Bread Company building and the parking lot driveway and pedestrian walkway will be located between Orion and the adjacent Adventures Unlimited Book Store. The parking lot parcel required removal of a failing retaining wall and construction of a new engineered retaining wall which has been completed. The second phase of the project which is being presented for approval will add 37 parking spaces and includes removal of several concrete slabs, sub base preparation, compacted gravel sub base, pavement, curb and sidewalk, pedestrian walkway, lighting, irrigation and landscaping. The work also includes paving of the alley from Pinal Street to the north edge of the parking lot. An add/alternate to also pave the alley from Pinal Street south to the existing pavement north of Pima Street was requested however the cost quoted, \$24,300.45, would cause the total price to exceed the project funding and is not recommended at this time.

Staff, as a result of Council direction, added a second add/alternate for installation of a solar reflective coating on the parking lot's asphalt surface. The quotes ranged from \$19,671.79 to \$28,152.48. Staff checked with a Phoenix Contractor for the solar reflection coating and received a quote of \$13,770.10. The solar coating has a life expectancy of 3 to 4 years at which

time it has to be re-applied. The coating also requires that new asphalt be allowed to cure for 30 days prior to the application at which time the lot would have to be power washed and then coated. Because of the cost, and especially the re-application requirement, staff does not recommend using the solar reflective coating.

The quotes from our three JOC contractors for the base bid were:

Kinney Construction: \$155,333.93

Tiffany Construction: \$173,806.71

ANE: \$205,200.00

JUSTIFICATION/BENEFITS/ISSUES

Council has recognized that parking in Old Town is very limited and has directed staff to secure additional parking. This project will add parking spaces in the central area of Old town which currently has limited availability.

COST/FUNDING SOURCE

Capital Projects Fund that have been budgeted.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 6, 2012
Subject:	Resolution Number 2673 - Call of Election
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of Resolution Number 2673, which designates the election date and purpose of election, the deadline for voter registration, and the place and the last date for candidates to file nomination papers.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to approve Resolution Number 2673.”

BACKGROUND

Although cities and towns are not required by state law to adopt a call of election, the city has historically called for an election by resolution. Resolution Number 2673 designates the City’s election dates and purpose of election, designates the deadline for voter registration, and designates the place and the last date for candidates to file nomination papers.

Resolution Number 2673 also designates the form of the election to be conducted by mail- ballot only, per Resolution 2426 which was approved by the Council on February 10, 2009, and states, “From and after the effective date of this resolution, all City regular and special elections, except special elections conducted in conjunction with County-administered polling place elections - which shall continue to be consolidated with such County-administered polling place elections - shall be conducted by mail-ballot only, as authorized by Arizona Revised Statutes Section 16-409, and in accordance with the procedures set forth thereunder for the conduct of such elections.”

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
📄 res2673.doc	Resolution Number 2673	Cover Memo

RESOLUTION NUMBER 2673

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.

BE IT RESOLVED, by the Mayor and Council of the City of Cottonwood, as follows:

Section 1. Designation of Election Date; Purpose

That , March 12, 2013, has been set as the time for holding the Primary Election in the City of Cottonwood for the purpose of nominating candidates for council members whose names shall appear on the ballot at the General Election to be held on May 21, 2013. Any candidate receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

Section 2. Form of Election. The election shall be conducted through the use of mail ballots only, as authorized by Arizona Revised Statutes Section 16-409.

Section 3. Designating Deadline For Voter Registration

Yavapai County registration and voting lists will be used for the municipal election. In order to be qualified to vote an individual must be registered by February 11, 2013, for the primary election, and April 22, 2013, for the general election.

Section 4. Designating Date and Place to File Candidate Nomination Form

Candidates seeking municipal office may obtain nomination papers and other materials, which must be filed by candidates in the City Clerk's office located at, 824 North Main Street, Cottonwood, Arizona, beginning November 13, 2012. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on December 12, 2012, in the City Clerk's office in order for their names to appear on the Primary Election ballot.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, THIS 6TH DAY OF NOVEMBER 2012.

RESOLUTION NUMBER 2673

Page 2

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	November 6, 2012
Subject:	Council Contingency funding for the expansion of the Old Town Holiday Light Program
Department:	City Manager
From:	Doug Bartosh, City Manager

REQUESTED ACTION

Staff is requesting Council approval regarding the expansion of the Old Town Holiday Light Program and the use of Council Contingency Funds to support the program.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: **I move to approve the expansion of the Old Town Holiday Light Program and the use of Council Contingency Funds in the amount of \$5,000 to support the program.**

BACKGROUND

During the last two winter holiday seasons, the City has partnered with Yavapai Broadcasting to create a light display in Old Town with the goal of highlighting the holiday season, providing entertainment for our citizens, and attracting people to Cottonwood and the Old Town area. The additional lighting has proven to be very popular with visitors to Old Town and has proven to be an excellent addition to the annual Chocolate Walk activities.

To date, we have provided decorative lighting for the Civic Center, the City Clerk's Office, and the Council Chambers. This year, we would like to expand the lighting to City Hall, and the two buildings south of City Hall. We would also like to coordinate all the lights into a light show set to music that would run several times per night that would encourage people to come to Cottonwood and specifically Old Town to enjoy the light show. We would also hope that once they come to Cottonwood and Old Town they stop to shop or eat.

The lighting plan would also provide a seating area between Finance and the City Clerk's office so people could comfortably watch the light show. Similar to Dave Kessel's holiday light show in Cornville, we could also collect donations after the show in an effort to support one of our

local charities.

This request was discussed with the Council during the August 14th, 2012, Work Session and the Council requested staff to prepare this request for a Regular Council meeting.

JUSTIFICATION/BENEFITS/ISSUES

The holiday season is the biggest shopping season of the year. If the City provides a notable holiday light show, we hope to draw many visitors into Cottonwood from around Northern Arizona to not only see the light show but, also to stay and contribute to the economy in Cottonwood.

This will be the third year in our efforts to expand the holiday light program. Staff's experience to date has proven that the lights are well received by our residents and visitors and they attract business, not only to Old Town, but, also throughout the City.

COST/FUNDING SOURCE

Staff has budgeted \$10,000 in the 2012-13 General Fund budget to expand the holiday light program. In meeting with representatives from Yavapai Broadcasting, they are recommending a larger addition this year to include the lighting of three more city buildings and the programming of all lighting to music, thereby, actually creating a light show to music.

The staff at Yavapai Broadcasting have indicated that to make the desired expansion to the lighting program they are estimating that the total cost will exceed \$15,000. They have offered that if the city can provide the \$15,000 investment, they will donate any additional funding if required. It is also critical to note that Yavapai Broadcasting provides all of the labor to order, develop, and assist the city staff in placing and programming the lighting at no cost to the city. They have been valuable partners by working with the city to develop this economic development tool that is an attraction for our residents as well.

ATTACHMENTS:

Name:	Description:	Type:
 Christmas_light_list.pdf	Christmas Lights List	Backup Material

Christmas Done Bright Buildings 1-4

6/6/2012 LOR
Circuits Controller

Page	Building #	Scene #	Description	X = local animation control unit	H X W	Animated	Per unit Price	Quantity	Extended	Circuits	Controller
Building # 1 42 FEET TREES											
X 2	1	SSA455L	SANTA SLEIGH WITH 3 DEER (REMOVE RED NOSE)		3-6 X 16	YES	\$ 500.00	1	\$ 500.00	1	
X 2	1	SPECIAL	TWO ADDITIONAL DEER (ONE WITH RED NOSE)		3-6 X 6	YES	\$ 200.00	1	\$ 200.00	see above	
X 3	1	CTE78L	TOPPING CHRISTMAS TREE STAR BY ELF		6 X 10-8	YES	\$ 600.00	1	\$ 600.00	1	
O 4	1	SN625L	SNOWMAN		5-3 X 3	NO	\$ 150.00	1	\$ 150.00	1	
X 9	1	XD232L	FLASH THE CHRISTMAS DOG		3-9 X 2-5	YES	\$ 125.00	1	\$ 125.00	1	
O 9	1	FH233L	FLASH'S HOME		4-6 X 3-8	NO	\$ 100.00	1	\$ 100.00	1	
X 12	1	SG581L	SNOW GLOBE		6-6 X 6-6	YES	\$ 450.00	1	\$ 450.00	1	
O 30	1	CT200L	SMALL CHRISTMAS TREE		4 X 2	NO	\$ 75.00	12	\$ 900.00	12	
O 30	1	CT201L	MEDIUM CHRISTMAS TREE		5 X 3	NO	\$ 90.00	4	\$ 360.00	4	
O 12	1	SF210L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	6	\$ 450.00	6	
O 12	1	SF215L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	3	\$ 225.00	3	
O 13	1	H5312L	HAPPY HOLIDAYS (find one that is 15' or so)		4 X 6	NO	\$ 375.00	1	\$ 375.00	2	
										33	3 Units
Building # 2 15 FEET ELF											
O 6	2	EP535L	ELF WITH PRESENT		4 X 2-9	NO	\$ 100.00	1	\$ 100.00	1	
O 6	2	PK350L	INDIVIDUAL PRESENT		1-10 X 1-6	NO	\$ 45.00	4	\$ 180.00	4	
O 6	2	PK290L	STACKED PRESENTS (3)		2-9 X 2	NO	\$ 45.00	2	\$ 90.00	1	
X 6	2	SWB32L	SANTA'S WORKSHOP with ELF LOADING BAG		8-10 X 15	YES	\$ 775.00	1	\$ 775.00	1	
X 7	2	EDT83L	ELF DECORATING CHRISTMAS TREE		4-6 X 12	YES	\$ 425.00	1	\$ 425.00	1	
O 12	2	SF210L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	3	\$ 225.00	3	
O 12	2	SF215L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	6	\$ 450.00	6	
										17	2 Units
Building # 3 10 FEET GINGERBREAD											
O 2	3	SC506L	SANTA CHECKING LIST		4-5 X 3-8	NO	\$ 200.00	1	\$ 200.00	1	
X 16	3	GB429L	GINGERBREAD ON TRAMPOLINE		8 X 5	YES	\$ 450.00	1	\$ 450.00	1	
X 16	3	SG314L	GINGERBREAD PLAYING SOCCER		6-1 X 13-5	YES	\$ 425.00	1	\$ 425.00	1	
X 17	3	GJ502L	GINGERBREAD JUMPING ROPE		3-3 X 9	YES	\$ 400.00	1	\$ 400.00	1	
O 17	3	GG801L	GINGERBREAD GIRL		4-2- X 3-2	NO	\$ 160.00	2	\$ 320.00	2	
O 17	3	GB802L	GINGERBREAD BOY		4-2- X 3-2	NO	\$ 160.00	2	\$ 320.00	2	
O 12	3	SF210L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	6	\$ 450.00	6	
O 12	3	SF215L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	3	\$ 225.00	3	
										17	2 units
Building # 4 12 FEET PENGUIN											
X 4	4	SCA502L	WAVING SANTA		5-3 X 3	YES	\$ 225.00	1	\$ 225.00	1	
O 10	4	PG662L	PENGUIN		2-11 X 1-8	NO	\$ 80.00	4	\$ 320.00	4	
X 11	4	PH742L	PENGUIN BUILDS A SNOWMAN		5 X 9-4	YES	\$ 450.00	1	\$ 450.00	1	
X 11	4	SP515L	PENGUIN SNOWBALL FIGHT		3-8 X 9	YES	\$ 300.00	1	\$ 300.00	2	
O 12	4	SF210L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	3	\$ 225.00	3	
O 12	4	SF215L	3' SNOWFLAKE		3' DIAMETER	NO	\$ 75.00	6	\$ 450.00	6	
							\$ 7,505.00		\$ 11,440.00	17	2 Units
										9 Total	

Possible 'Arch' (16 jumps, 128 sections, 2 feet per section, 8' diameter, 8 controllers) \$ 350 per arch \$ 5,600.00
 Possible 6 star burst displays (2 displays per package with 1 LOR controller, 8 circuits per display) \$ 1,130 per package...need 3 packages \$ 3,390.00

CLAIMS REPORT OF NOVEMBER 6, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF NOVEMBER 6, 2012			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 10/26/12	\$426,552.69
Gen	Brown & Brown Law Offices	Adjudication and Legal Services	\$5,330.88
Gen	Canyon State Concrete	PO 19176 Library repaving	\$25,077.00
Utilities	Hanson Aggregates	Aggregate Supplies PO 19181	\$20,364.25
Utilities	HD Supply Waterworks	PO 19193 Fire Hydrant	\$9,660.22
Capital	JE Bowen Contracting	PO 19098 Old Town Jail	\$5,500.80
Capital Utilities	Mulcaire & Sons Contracting, LLC	PO 19177 Riverfront Park, Repair Manhole at RF Park	\$20,207.44
Hurf	Shephard-Wesnitzer, Inc	PO 19195 Mingus Ave & Hwy 89a	\$6,325.00
All	APS	Utilities	\$12,432.07
All	AZ Dept of Revenue	Unclaimed Property	\$10,139.87
Gen	Cottonwood Chamber of Commerce	Bed Tax September	\$7,137.07
Gen	Larry Green Chevrolet	Sales Tax September 2012	\$15,287.36
Utilities	Superior Tank	PO 19188 Tank install	\$141,132.27
Utilities	US Postmaster	Postage	\$5,440.00
All	United Fuel	Fuel	\$16,628.77
Gen	Waste Management	PO 19143 Transfer Station	\$5,487.63
Utilities	Yavapai Title	Growth Premium	\$9,000.00
All	APS	Utilities	\$10,147.02
All	AZ Public Employers Health Pool	October Insurance Premiums	\$145,666.23
Utilities	AZ. Northern Equipment	PO 19194 Cactus Street Water Line	\$54,030.00
Gen	Sedona Fire District	Dispatching PO 19154 and Telecom Services	\$9,459.23
Utilities Capital	Tiffany Construction Inc.	PO 19162 Old Town Parking Lot, PO 19187 Cottonwood Well 8/9	\$69,819.14
All	Unisource	Utilities	\$5,015.18
Gen	WCD Enterprises	September and October 1-15 Custodial Services	\$26,215.20
Gen	VV Senior Center	1st Quarter 2013	\$11,250.00
TOTAL			\$1,073,305.32