

Yavapai County Flood Control District
1120 Commerce Dr., Prescott AZ 86305
Phone 928-771-3197

10 S. 6th Street, Cottonwood, AZ 86326
Phone 928-639-8151



Dewey-Humboldt Area Drainage Master Study Request for Qualifications

July 17, 2024

Board of Directors

Craig Brown, Chairman
Donna Michaels, Vice Chairman
Harry Oberg, Member
James Gregory, Member
Mary Mallory, Member

County Manager

Maury Thompson

Clerk of the Board

Jayme Rush

Flood Control District Director

Lynn Whitman, P.E., CFM

Request for Qualifications

Professional Design Services for the

Dewey-Humboldt Area Drainage Master Study

Yavapai County Flood Control District
1120 Commerce Drive
Prescott, AZ 86305
(928) 771-3197
www.yavapaiaz.gov/ycflood

CONTACT:

Eric Sparkman, P.E., District Engineer
Telephone: (928) 771-3197
E-Mail: eric.sparkman@yavapaiaz.gov

Due Date: Thursday, August 15, 2024, at 1:30 PM, Arizona MST

TABLE OF CONTENTS

Notice of Request for Qualifications	Section One
Request for Qualifications	Section Two
Evaluation of Statement of Qualifications and Interviews	Section Three
Proposed Contract for Professional Services	Section Four

Appendix A	Approximate Study Limits
------------	--------------------------

Notice of Request for Statements of Qualifications

Dewey-Humboldt Area Drainage Master Study

Due Date: Thursday, August 15, 2024, at 1:30 PM, Arizona MST

The Yavapai County Flood Control District invites qualified persons/firms to submit Statements of Qualifications (SOQ) to provide professional engineering services for the **Dewey-Humboldt Area Drainage Master Study**. The drainage study is being largely funded by a Federal Emergency Management Agency (FEMA) grant administered by the Department of Emergency and Military Affairs (DEMA). All portions of work must comply with the grant application.

The general scope of professional engineering services includes the preparation of an Area Drainage Master Study for the Town of Dewey-Humboldt. Tasks include:

- Hydrologic and Hydraulic Analysis
- Data collection and documentation of existing hydraulic structures
- Perform Community Engagement and Project Outreach, including public meetings
- Identify potential mitigation alternatives with project rankings
- Provide 30% plans and cost estimates for the top three ranked projects

The procurement of professional engineering services for this project will be governed by A.R.S., §34-603 with the contract awarded on the basis of demonstrated competence and qualifications. All applicable Federal Laws (including 2 CFR 200), State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply throughout.

Any addenda will be posted on the Yavapai County website, www.yavapaiaz.gov/County-Government/Bids/Flood-Control by the end of business on Friday, August 9, 2024. It is the responsibility of the consultant to check the website for any addenda prior to submitting the Statement of Qualifications.

Sealed Statements of Qualifications will be received until 1:30 p.m., Arizona MST on Thursday, August 15, 2024, at the Yavapai County Administrative Services Building located at 1015 Fair Street, Prescott, AZ 86305, in the Board of Supervisors Office – Room 310 on the 3rd floor. At 2:00 pm on the same day, all submittals will be publicly opened at the Yavapai County Administrative Services Building in the Gladys Gardner Conference Room, located on the 1st floor at 1015 Fair Street, Prescott, AZ. Any submittals received after 1:30 p.m., Arizona MST on the above-stated date will be returned unopened. All submittals must conform to a prepared scope of work available from the Yavapai County website, www.yavapaiaz.gov/County-Government/Bids/Flood-Control. The Yavapai County Flood Control District reserves the right to reject any and all submittals, and the District assumes no liability for the cost of preparing a response to this request.

The outside of the submittal envelope shall indicate the name and address of the respondent, shall be addressed to the Yavapai County Flood Control District Board of Directors at the address provided above, and shall be marked: **Statement of Qualifications: Dewey-Humboldt Area Drainage Master Study**.

Dated: July 19, 2024

/s/Jayne Rush, Clerk
Yavapai County Board of Supervisors

Publish: The Daily Courier
July 23, 24, 25, 26, 2024
The Verde Independent
July 27, 30, 2024

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

Request for Qualifications

Professional Engineering Services for the Dewey-Humboldt Area Drainage Master Study

Statement of Qualifications Due: Thursday, August 15, 2024, at 1:30 PM, Arizona MST

I. INTRODUCTION

The Yavapai County Flood Control District invites qualified persons/firms to submit Statements of Qualifications (SOQ) to provide professional engineering services for the **Dewey-Humboldt Area Drainage Master Study**. The drainage study is being largely funded by a Federal Emergency Management Agency (FEMA) grant administered by the Department of Emergency and Military Affairs (DEMA). All portions of work must comply with the grant application.

The approximate study limits are shown in the exhibit provided in Appendix A. Areas of drainage concerns identified by the Town include the Agua Fria River and its tributaries, Quarterhorse Lane, Edds Sand Trail and the low water crossing at Prescott Street and the Agua Fria River.

Direct all questions to Eric Sparkman, P.E., District Engineer, 1120 Commerce Drive, Prescott, AZ 86305, telephone (928) 442-5425, e-mail eric.sparkman@yavapaiaz.gov.

Any addenda will be posted on the Yavapai County website, www.yavapaiaz.gov/County-Government/Bids/Flood-Control by the end of business on Friday, August 9, 2024. It is the responsibility of the consultant to check the website for any addenda prior to submitting the Statement of Qualifications.

II. SCOPE OF SERVICES

The Dewey-Humboldt Area Drainage Master Study is being largely funded by a Federal Emergency Management Agency (FEMA) grant administered by the Department of Emergency and Military Affairs (DEMA). The general scope of professional engineering services includes the preparation of an Area Drainage Master Study for the Town of Dewey-Humboldt. Tasks include:

- A. Hydrologic and Hydraulic Analysis
- B. Data collection and documentation of existing hydraulic structures
- C. Perform Community Engagement and Project Outreach, including public meetings
- D. Identify potential mitigation alternatives with project rankings
- E. Provide 30% plans and cost estimates for the top three ranked projects

III. SUBMITTAL REQUIREMENTS

Each SOQ shall contain ALL of the following information:

1. Firm: Include firm identification, including legal name, address, the legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship) and date of establishment. If a corporation, identify the state of its incorporation. If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member. If your firm is a wholly owned subsidiary of a "parent company," identify the "parent company."

2. **Proposed Project Team Members:** For each person proposed to render professional services for this project, include full name, title, professional registration, address, telephone number, and relevant experience. Indicate the roles and responsibilities of each person and the percentage of their time to be spent on this project. Attach a resume or curriculum vitae for each such person. Indicate the professional background and caliber of previous experience of each person. Provide all information required under this section for each sub-consultant.
3. **Schedule for Completion:** Include a tentative schedule including the duration and interconnection of major tasks and key events for each stage of the project. Provide an expected completion date assuming a Notice to Proceed date of October 2, 2024. Integrate strategies to prevent or overcome any possible setbacks in the schedule. A graphical representation may be used to illustrate the preliminary schedule. Include a brief description of all current projects your firm is committed to completing within the time scheduled for completion of the project. The schedule shall show the team's ability to meet the Yavapai County Flood Controls District's completion date by delivering a finished project(s) by January 8, 2026.
4. **Proposed Project Approach:** Include a detailed project approach discussion. Include areas that will require special attention and those which are relatively simple. Describe your team's project management approach and team organization for planning, managing, scheduling, budgeting and quality assurance/quality control program. Include who will be responsible for reviewing each aspect of the project, when the review will occur, and what specific elements will be reviewed. Provide an outline showing the number of work assignments expected for the project, major tasks involved with each work assignment and the estimated duration required to complete each task in order to achieve the project's objectives and adhere to the schedule.
5. **Experience:** Describe firm's experience in providing similar engineering services to similar municipalities, agencies, and other government entities. List recent experience of at least two (2) similar projects completed by the firm and project manager within the past five (5) years. Include descriptions of the type of project, the proposed schedule for completion vs. actual completion schedule for each phase of basic services, any and all owner/engineer agreement change orders, the value of change order and reason therefore, and the name, address and telephone number of the contact person for the owner of each project. Indicate the individuals on your staff who had responsibility for each project, the level of that responsibility, and whether they are still with your firm.
6. **Firm's familiarity with the area surrounding the project,** including similar projects within Yavapai County.
7. **Capacity and capability of the firm to perform the work on schedule.**
8. **Location where the professional services for this project will be performed.**
9. **Names, addresses and telephone numbers for at least three references presently or previously served by your firm in a capacity similar to that described by the above scope of services.**
10. **The selected firm shall be registered pursuant to A.R.S. §32-141 and shall possess the experience necessary to complete the task for which they are retained. The selected firm will be required to provide professional liability insurance.**

11. Other factors the firm determines appropriate which would indicate that the firm has the necessary capability, competence and performance record to accomplish this project in a timely and cost-effective manner.
12. If the project is to be accomplished through an affiliation with other consultants, the above requested information should be provided for each firm. Explicitly identify the lead firm. Each firm will be evaluated based upon the criteria requested in this RFQ.
13. Signed Statement of Qualifications.
14. If any addenda are issued for this project, it is the consultant's responsibility to include a signed copy of each addendum in the appendix of the submittal. Failure to do so may disqualify the firm for consideration. Any addenda will be posted to the Yavapai County website, www.yavapaiaz.gov/County-Government/Bids/Flood-Control no later than Friday, August 9, 2024.

The form of submittal shall not exceed 10 pages (8.5 x 11), excluding covers. A cover letter of an additional 1 page may also be included. Except for charts, maps and graphs, **all text shall be a minimum of single spaced, uncondensed, 12-point font.** In addition to the 10-page limit, the Appendix may only contain detailed resumes and firm brochure.

Please furnish **one (1) flash drive and four (4) copies** of your submittal to the **Yavapai County Administrative Services Building located at 1015 Fair Street, Prescott, AZ 86305, in the Board of Supervisors Office – Room 310 on the 3rd floor.** The outside of the envelope will clearly indicate the name and address of the person/firm submitting the packet, and the Project name, **“Dewey-Humboldt Area Drainage Master Study.”**

All SOQs shall be submitted to the office of the Board of Supervisors on or before **1:30 PM Arizona MST, Thursday, August 15, 2024.** *Statements received after this time will not be considered and will be returned unopened.*

IV. EVALUATION AND SELECTION PROCESS

1. Evaluation Criteria

Responses will be evaluated based on the criteria set forth in “Submittal Requirements,” as described in the “Evaluation Form,” attached.

2. Selection Process

This procurement of a single contract for professional services is governed by the provisions of A.R.S. §34-603. Award of a single contract for this project shall be based on demonstrated competence and qualifications for the type of professional services specified. A Selection Committee will evaluate each SOQ based only on the selection criteria and relative weight of the selection criteria, as set forth herein. The District reserves the right to reject any or all SOQs in part or in whole. The Selection Committee will produce a rank-ordered list of the submitting persons or firms and interviews may or may not be conducted as part of the selection process. The contract for this project shall be awarded on the basis of demonstrated competence and qualifications.

If interviews are not conducted, the District will enter into negotiations for a contract with the highest qualified person or firm for the professional engineering design services. The negotiations will include consideration of compensation and other contract terms. If the District is not able to negotiate a satisfactory contract with the person/firm considered to be the most qualified, it shall formally terminate negotiations with that person/firm. The District may undertake negotiations with the next most qualified person/firm in sequence until an agreement is reached or a determination is made to reject all persons/firms on the final list.

If interviews are held, the top three (3) to five (5) ranked persons/firms will be invited to accept or decline the opportunity to interview. Those persons or firms who accept the invitation to interview will be sent an Evaluation of Interviews Evaluation listing the criteria and weighing for the evaluation of the presentation-interviews.

Following the presentation-interviews, the review committee will provide a ranking of candidate firms. The District will select the persons or firms on the final list, through the results of the interview process. The District will enter into negotiations for a contract with the highest qualified person or firm for the professional engineering design services. The negotiations will include consideration of compensation and other contract terms. If the District is not able to negotiate a satisfactory contract with the person/firm considered to be the most qualified, it shall formally terminate negotiations with that person/firm. The District may undertake negotiations with the next most qualified person/firm in sequence until an agreement is reached or a determination is made to reject all persons/firms on the final list.

V. GENERAL TERMS AND CONDITIONS

1. This Request for Qualifications (RFQ) does not commit the District to enter into an agreement, to pay any cost incurred in the preparation of an SOQ to this request or in subsequent negotiations, or to procure or contract for the project.
2. At any time prior to the specified time and date set for the SOQ submission, a person/firm, or their designated representative, may withdraw an SOQ.
3. The issuance of this RFQ and the acceptance of SOQs do not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserve the right to:
 - Reject any or all SOQs
 - Reissue an RFQ
 - Extend the time frame for submission of the SOQ submittals by notification to all parties who have registered an interest in this RFQ with the District
 - Request more information from any or all applicants
 - Waive any immaterial defect or informality
 - Decline to go forward with the RFQ (the District expressly reserves the right not to proceed to contract under this RFQ)
4. Final terms of any agreement will be established during negotiations. Negotiations may be terminated by the District for failure to reach mutually acceptable terms.

5. Each person/firm will be responsible for all costs incurred in preparing a response to this RFQ.
6. All materials and documents submitted in response to this RFQ will become the property of the District and will not be returned. Persons/firms selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the District.
7. All applicable Federal Laws, State Laws, Municipal Codes, and other applicable rules and regulations of authorities having jurisdiction over said project shall apply throughout.
8. Protests shall be submitted in writing to: Clerk of the Board of Supervisors, Yavapai County Government, 1015 Fair Street, Room 310, Prescott, AZ 86305 within 72 hours of award/non-award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, Yavapai County Flood Control District staff, District Engineer, or others will respond to the protest. The Yavapai County Flood Control District reserves the right to reject any or all SOQs; to waive irregularities of information in any SOQ; and/or to take any steps determined prudent in order to resolve the protest.

Section Three

EVALUATION OF STATEMENT OF QUALIFICATIONS – Dewey-Humboldt Area Drainage Master Study

Evaluation Criteria	Comments and Notes	Maximum Points	Points Awarded
1. Proposed Project Approach: Identification of areas that require special attention and those areas which are relatively simple. Firms project management approach, team organization and QA/QC program.		25	
2. Regional Experience: Experience working within Yavapai County. Familiarity with the watershed and its hydrologic /hydraulic properties.		25	
3. Project Experience: Experience with flood mitigation studies of similar size and properties, including identifying potential mitigation projects and conceptual plan preparation.		25	
4. Capacity / Capability / Resource Availability: Adequate personnel, equipment and facilities to perform on schedule. Financial capacity and stability of the firm(s).		10	
5. Statement of Qualifications: Overall quality of the Statement of Qualifications, including concise description of goals and processes, as well as a clear schedule demonstrating milestones, submittals required and deadlines.		15	
Total Score:		100	
Rank:			

Please do not minimize the importance of an adequate response in any area.
Evaluate the Statement of Qualifications and bring your finished results to the Selection Committee Meeting.

Selection Committee Member Name & Signature

Date

Name of Firm/Person Evaluated

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the ___ day of _____, **2024**, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, hereinafter called the DISTRICT, and _____, hereinafter called the CONSULTANT.

The DISTRICT engages the CONSULTANT to perform professional services, hereinafter called, **Dewey-Humboldt Area Drainage Master Study**.

SECTION I – SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to the DISTRICT standards and in accordance with the degree of care and skill, which a registered professional licensed in the State of Arizona would exercise under similar conditions:

- A. The CONSULTANT shall provide professional services as requested by the DISTRICT in accordance with the attached Scope of Work, which is attached hereto as Exhibit A and incorporated into this Contract by reference.

SECTION II – PERIOD OF SERVICE

The CONSULTANT shall complete all services by _____. In the event delays are experienced beyond the control of the CONSULTANT, the completion date may be revised as mutually agreed upon by the DISTRICT and the CONSULTANT.

SECTION III – CONSULTANT'S COMPENSATION

- A. Total compensation for the services performed shall not exceed the sum of \$_____ plus approved adjustments. Work performed shall be on a LUMP SUM basis to complete the project as approved by the District.
- B. The DISTRICT shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT based on the completed services.
- C. The DISTRICT shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV – THE DISTRICT'S RESPONSIBILITIES

- A. The DISTRICT shall designate a project manager during the term of this agreement. The project manager has the authority to administer this contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the DISTRICT on any aspect of the work shall be directed to the project manager.
- B. The DISTRICT shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The DISTRICT will keep the CONSULTANT advised concerning the progress of the DISTRICT'S review of the work.

SECTION V – INSURANCE

The CONSULTANT and subcontractors of CONSULTANT shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement 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 CONSULTANT his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The DISTRICT in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that might arise out of the performance of the work under this Agreement by the CONSULTANT, his/her/its agents, representatives, employees, or subcontractors. The CONSULTANT is free to purchase additional insurance as may be determined necessary or appropriate.

A. Minimum Scope and Limits of Insurance: The CONSULTANT shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

i. CONSULTANT may satisfy required coverage limits through any combination of basic coverage and umbrella/excess insurance.

ii. The policy, and umbrella/excess policy, if applicable, shall be endorsed to include the following additional insured language: **“Yavapai County Flood Control District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of,**

iii. The policy shall contain a **waiver of subrogation** endorsement, as required by this written Contract, in favor of the DISTRICT, and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the CONSULTANT.

iv. The CONSULTANT’S subcontractors shall be subject to the same minimum requirements identified above. The CONSULTANT shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each subcontractor.

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) \$1,000,000.00

3. Worker's Compensation and Employers' Liability

➤ Workers' Compensation Statutory

➤ Employers' Liability

❖ Each Accident \$1,000,000.00

❖ Disease – Each Employee \$1,000,000.00

❖ Disease – Policy Limit \$1,000,000.00

i. The policy shall contain a **waiver of subrogation** endorsement, as required by this written Contract, in favor of the DISTRICT and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the CONSULTANT.

ii. This requirement shall not apply to each CONSULTANT or subcontractor that is exempt under A.R.S. § 23-901, and when such CONSULTANT or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

iii. The CONSULTANT'S subcontractors shall be subject to the same minimum requirements identified in this section. The CONSULTANT shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

4. Professional Liability (Errors and Omissions Liability)

➤ Each Claim \$2,000,000.00

➤ Annual Aggregate \$2,000,000.00

i. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

- ii. The policy shall cover professional misconduct or negligent acts for those positions listed in Exhibit A.
- iii. CONSULTANT's subcontractors shall be subject to the same minimum requirements identified in this section. CONSULTANT shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

B. Additional Insurance Requirements: The policies shall include or be endorsed to include the following provisions: The CONSULTANT'S insurance coverage shall be primary insurance and that any insurance carried by the DISTRICT shall be excess and non-contributory with respect to all other available sources.

C. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT shall provide to the DISTRICT, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, e-mailed, hand-delivered or sent by facsimile transmission to **Yavapai County Flood Control District, 1120 Commerce Drive, Prescott, AZ 86305**.

D. Acceptability of Insurers: 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 A- VIII. The DISTRICT in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

E. Verification of Coverage: The CONSULTANT shall furnish the DISTRICT with certificates of insurance (ACORD form or equivalent approved by the DISTRICT) 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.

1. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Contract.
2. All certificates required by this Agreements shall have the DISTRICT, its departments, agencies, officers, officials, agents, employees and volunteers' and main DISTRICT address as 'Certificate Holder' and be sent directly to **Yavapai County Flood Control District, 1120 Commerce Drive, Prescott, AZ 86305**. The DISTRICT project/contract number and project description shall be noted on the certificate of insurance. The DISTRICT reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.

- F. Subcontractors: The CONSULTANT'S certificate(s) shall include all subcontractors as insureds under its policies or CONSULTANT shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. The DISTRICT reserves the right to require, at any time throughout the life of this Contract, proof from the CONSULTANT that its subcontractors have the required coverage.
- G. Approval and Modifications: The DISTRICT reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Any such modification or variation from the insurance requirements in this Agreement will not require a formal Agreement amendment but may be made by the DISTRICT'S notice to the CONSULTANT.
- H. Ongoing Coverage: If any insurance policies are on a "claims made" basis, the CONSULTANT shall maintain those policies for at least three (3) years after the completion of all work under the Agreement or procure at least three (3) years of tail coverage to protect against claims made after the expiration of the insurance policies related to the performance of the Contract.

SECTION VI – OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are to be and remain the property of the DISTRICT and are to be delivered to the DISTRICT upon final payment to the CONSULTANT. The DISTRICT shall retain ownership of these original drawings. However, if approved in writing by the DISTRICT, the CONSULTANT may retain the original drawings and supply the DISTRICT with reproducible mylar. He/she shall endorse by his/her professional seal all plans and special provisions furnished by him/her. In the event these documents are used for another project without further consultation with the CONSULTANT, the DISTRICT agrees to indemnify and hold the CONSULTANT harmless from any claim arising from the modification or reuse of the documents. The DISTRICT shall remove the CONSULTANT'S seal and title block from such documents.

SECTION VII – CONFLICT OF INTEREST

The CONSULTANT agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, prior to the execution of this Contract. Further, the CONSULTANT agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this Contract. If the CONSULTANT gains financial or economic interest in the Project property during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the DISTRICT.

The CONSULTANT shall not engage the services on this CONTRACT of any present or former DISTRICT employee who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or contract modifications for this CONTRACT.

The CONSULTANT agrees that it shall not perform services on this Project for the contractor, subcontractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, subcontractor, or any supplier with regard to any of the work under this Project, or any services, equipment, or facilities to be used on this Project.

This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

SECTION VIII – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the DISTRICT may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION IX – INDEMNIFICATION

To the fullest extent allowed by law, CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officials, officers, and employees and volunteers, from and against losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct of CONSULTANT, its officials, officers, agents, employees, or volunteers. The agreement to indemnify, defend and hold harmless shall survive the termination of this agreement. If this CONTRACT is subject to the limitations of A.R.S. §41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by that statute.

SECTION X – DISPUTE RESOLUTION

In the event that any claim, controversy, or dispute develops between the parties arising out of this Contract, the parties shall use their best efforts to resolve the dispute by negotiation. If the dispute remains unresolved, the parties agree to attempt in good faith to resolve the dispute by non-binding mediation through a mutually agreed upon mediator. If the dispute still remains unresolved, the parties agree to resolve the dispute by binding arbitration in Yavapai County, Arizona through a mutually agreed upon arbitrator, in accordance with the rules and procedures of the American Arbitration Association. If the parties cannot agree upon an arbitrator, the parties agree to use an arbitrator appointed by the American Arbitration Association.

SECTION XI – TERMINATION

The DISTRICT, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail _____.

This Contract may also be terminated pursuant to A.R.S. § 38-511. Immediately after receiving such notice,

the CONSULTANT shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. The CONSULTANT shall appraise the services he has completed and submit his appraisal to the DISTRICT for evaluation. The DISTRICT shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the DISTRICT all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the contract, entirely or partially completed, together with all unused materials supplied by the DISTRICT.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT, and shall be agreed upon mutually by the CONSULTANT and the DISTRICT. However, in no event shall the fee exceed that set forth in Section III of this agreement.

The DISTRICT shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this agreement is terminated, the DISTRICT shall have the option of completing the work itself or entering into an agreement with another party for the completion of the work.

SECTION XII – ADDITIONAL SERVICES

Additional services, which are outside the scope of basic services contained in this agreement, shall not be performed by the CONSULTANT without prior written authorization from the DISTRICT. Additional services, when authorized by an executed Contract or an Amendment to the Professional Services Contract shall be compensated for by a fee mutually agreed upon between the DISTRICT and the CONSULTANT.

SECTION XIII – SUCCESSORS AND ASSIGNS

This Contract shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION XIV – SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, religion, sex, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352).

The CONSULTANT acknowledges that the DISTRICT is a governmental entity, and that contract validity is based upon the availability of public funding. In the event that public funds are not appropriated for the performance of the DISTRICT'S obligations under this CONTRACT, then this CONTRACT shall automatically expire without penalty to the DISTRICT thirty (30) days after written notice is sent to CONSULTANT of the non-appropriation of public funds.

The CONSULTANT further agrees to insert the foregoing special provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Contract.

This Contract shall be in full force and effect only when it has been approved by the FLOOD CONTROL DISTRICT BOARD OF DIRECTORS of the County of Yavapai, Arizona, and when executed by the duly authorized DISTRICT officials and the duly authorized agent of the CONSULTANT.

SECTION XV – ARIZONA WORKERS ACT COMPLIANCE

Both parties hereby warrant that they will at all times during the term of this Contract comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and the parties shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee of either who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

SECTION XVI – ISRAEL BOYCOTT CERTIFICATION

If CONSULTANT engages in for-profit activity and has ten or more employees, and if this Contract has a value of \$100,000 or more, CONSULTANT certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393 et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

SECTION XVII – THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE’S REPUBLIC OF CHINA BOYCOTT CERTIFICATION

CERTIFICATION PURSUANT TO A.R.S. § 35-394. CONSULTANT certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If CONSULTANT becomes aware during the term of this Agreement that CONSULTANT is not in compliance with the written certification, CONSULTANT shall notify DISTRICT within five (5) business days after becoming aware of the noncompliance. If CONSULTANT does not provide DISTRICT with a written certification that CONSULTANT has remedied the noncompliance within 180 days after notifying DISTRICT of the noncompliance, this Contract shall terminate.

SECTION XVIII – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding

SECTION XIX – AUTHORITY TO BIND

Each person executing this Contract represents that he or she has full and legal authority to execute this Contract for and on behalf of the respective party for which he or she is executing this Contract and to bind that party.

ATTEST:

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

Jayme Rush, Clerk of the Board
Yavapai County

Craig Brown, Chairman
Board of Directors

By:

Signature

ATTEST:

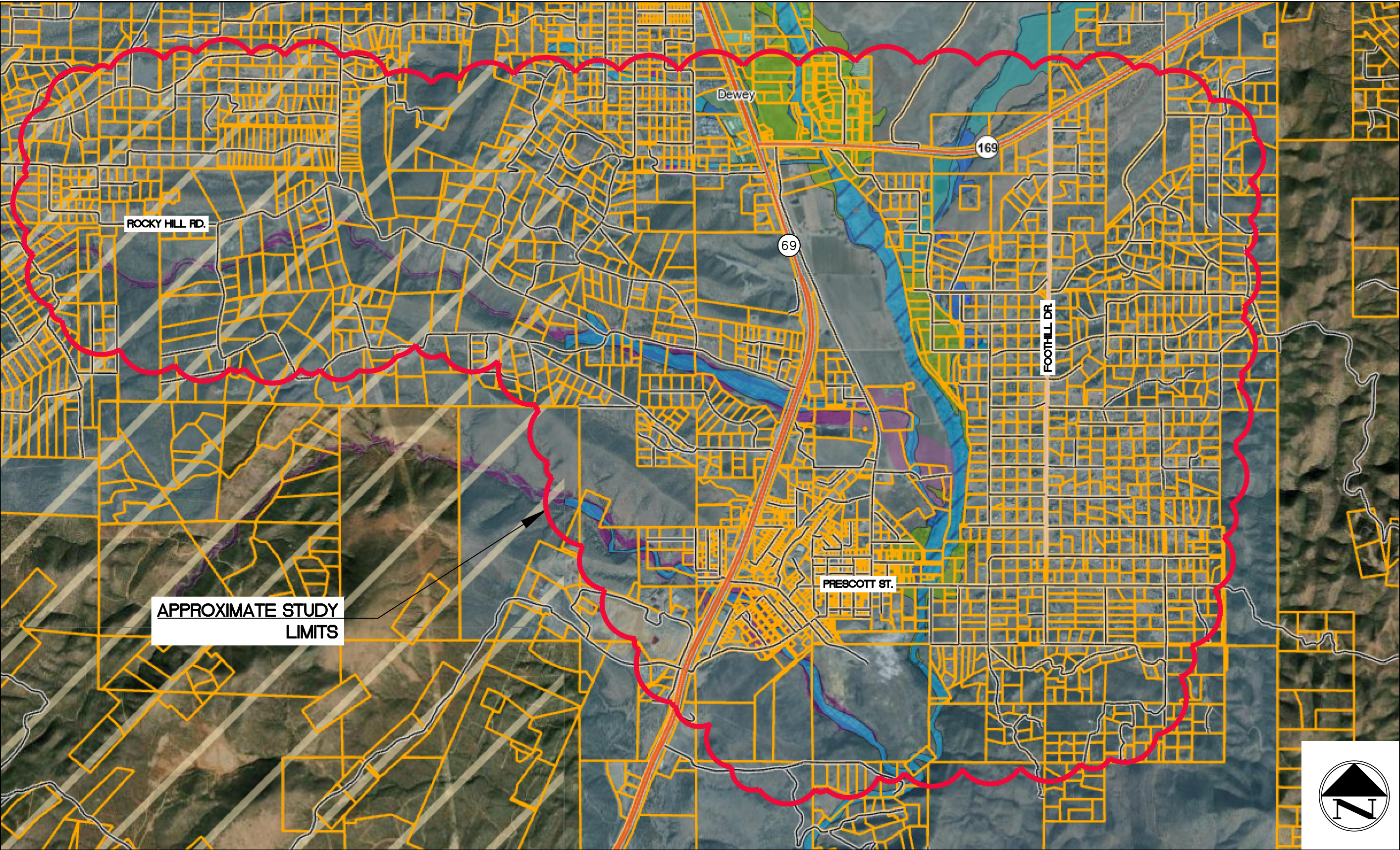
Print Name and Title

WITNESS: If Consultant is an Individual

Full Address and Telephone

Appendix A

Approximate Study Limits



Call at least two full working days
before you begin excavation.
ARIZONA 811
ArizonaBlueStake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)



REVISIONS			
NO.	DESCRIPTION	DATE	BY

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197
[HTTPS://YAVAPIAZ.GOV/YCFLOOD](https://yavapaiaz.gov/ycflood)

JOB NO: -----
DATE: 7/11/24
SCALE: NTS
DRAWN: EWS
DESIGN: N/A
CHECKED: N/A

DEWEY-HUMBOLDT ADMS

YAVAPAI COUNTY
ARIZONA

DEWEY-HUMBOLDT STUDY LIMITS



DRAWING NO.
EX1
SHT NO. OF
1 1