



REQUEST FOR QUALIFICATIONS

**FOR
ENGINEERING ON-CALL SERVICES FISCAL YEAR 2027-2030
FOR THE CITY OF APACHE JUNCTION**

**PROJECT NO. RFQ PW 26-02
CITY OF APACHE JUNCTION
300 EAST SUPERSTITION BOULEVARD
APACHE JUNCTION, ARIZONA 85119**

Submittal Deadline: April 30, 2026, at 2:00 P.M. Arizona Time

**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
ENGINEERING ON-CALL SERVICES**

Project No.: RFQ PW 26-02

Notice is hereby given that the City of Apache Junction (“City”) Department of Public Works is seeking qualified consultants to provide on-call engineering services citywide on an as-needed basis from July 1, 2026 to June 30, 2029. The City anticipates selecting a minimum of three consultants from each of the three Service Areas listed below and rotate award of needed consultant service contracts among the three selected firms throughout the on-call contract period. All consultant on-call contracts shall be established for a three (3) year term, with the City’s option to renew each on-call contract for up to two (2) additional years.

The City of Apache Junction may be in receipt of federal funds for projects. Therefore, all services shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations, as applicable to the regulatory agency. Information on the Request for Qualifications and requirements are available online at <https://www.apachejunctionaz.gov/826/Current-Solicitations>.

RFQ Issued:	Thursday April 9, 2026
RFQ Due Date:	Thursday April 30, 2026
Offer Time:	2:00 P.M. Arizona Time
Number of Qualifications:	One (1) original and four (4) copies
Inquiry Contact:	Anna Davis, Procurement Administrator adavis1@apachejunctionaz.gov
Project Number	RFQ PW 26-02
Mailing Address:	300 East Superstition Boulevard Apache Junction, AZ 85119
Response Delivery Location:	300 East Superstition Boulevard Apache Junction, AZ 85119

**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
ENGINEERING ON-CALL SERVICES
PROJECT NO. RFQ PW 26-02**

1. PURPOSE

The City of Apache Junction is seeking qualified consultants to provide Engineering On-Call services citywide on an as-needed basis from July 1, 2026 through June 30, 2029. Interested firms may submit on any or all of the services listed.

Firms must specifically identify on the Request for Qualifications Information Sheet the categories and associated services for which the Bidder is qualified and interested in providing to the City. Firms will be selected based on where they score the highest and based on number of firms selected per category but may still provide all the services for which the Bidder submitted.

2. DEFINITIONS

- A. Bid” is the response to the IFB submitted to the City by a bidder
- B. “Bidder” shall mean any person, corporation or other entity who submits an IFB response to the City pursuant to these documents.
- C. “City” shall mean the City of Apache Junction.
- D. “Final List” shall mean the list of Bidders who the City determines are the most qualified based on their Bids and, if held, their interviews.
- E. “Qualified Bidder” shall mean a Respondent that is on the Final List.
- F. “RFQ” means this Request for Qualifications.

3. SCOPE OF WORK

The Qualified Consultants will be responsible for providing engineering and consulting services to various City departments, including: Public Works Department, Apache Junction Water District, Parks and Recreation Department, Development Services Department, and City Management. The scope of work for the anticipated on-call projects may include design, specification review and other miscellaneous services. The not to exceed amount for all projects under each service area are listed below.

<i>Discipline</i>		<i>Contract Limit</i>
❖ Service Area 1:	General Civil Engineering	\$ 500,000
❖ Service Area 2:	General Survey Services	\$ 200,000
❖ Service Area 3:	Geotechnical	\$ 100,000

A detailed description of each Service Area is provided below.

Service Area 1 – General Civil Engineering:

Bidders may submit for any or all of the sub-elements listed in the General Civil Engineering category. If a prime consultant cannot provide services in all the sub-elements listed, the prime consultant can partner with sub-consultants who provide those services, or state which sub-elements will not be provided as part of their services. Provide an organizational chart showing lines of communication and task responsibilities. Each sub-element listed is to be covered under a combined single General Civil Engineering SOQ. Consultants will need to understand impacts of these projects relating to all sub-elements listed. The City may or may not have potential projects in each sub-element, but consultants will need to understand the implications of all sub-elements on proposed improvements.

At a minimum Bidders need to demonstrate proficiency in the following sub-elements for the General Civil Engineering Service Area:

1. Roadway / Drainage Infrastructure
2. Traffic Engineering / Transportation
3. Water Resources / Hydraulics / Hydrology / Floodplains
4. Design of Concrete Structures (Roadway & Drainage)
5. Water / Wastewater

Service Area 2 – Survey / Right-of-Way Acquisition:

This Service Area includes boundary/topographic surveys, construction staking, right-of-way acquisition, relocation assistance services and horizontal and vertical control network services (GDACS). Both survey and right-of-way services will be needed. Bidders may partner with other firms to provide services in both survey and right-of-way areas. Right-of-way acquisition firms must submit as a sub-consultant to a surveying prime consultant.

Service Area 3 – Geotechnical:

Geotechnical engineering services.

4. CONTENTS OF RESPONSE

The Qualified Firm will be selected through a qualifications-based selection process based on the evaluation criteria outlined herein. Responses shall be scored in accordance with Section 6 and contain the following information:

4.1 Explain the legal organization of the Bidder. Identify the location of the Bidder's principal office and percentage of the work to be done locally.

4.2 A discussion of the Bidder's work philosophy, the approach to developing sound, cost conscious and schedule sensitive project recommendations/solutions, and the approach to problem resolution.

4.3 A brief description of the Bidder's experience in performing municipal related services for preparation of construction designs/studies/documents etc. for related projects.

4.4 A list of similar projects performed for governmental organizations in the last five years. Example needs include roadway design, bridge culvert design, open channel design, transportation and infrastructure master plans, roadway corridor/alignment studies, roadway design concept reports, water and sewer utility design/planning studies, and Capital Improvement Program financing plans.

4.5 The number and type of staff positions (e.g., engineer, planner, architect, surveyor, etc.) assigned to other municipal related projects including their experience in performing design/planning projects. Furnish resumes of key staff who will be assigned to managing these projects.

4.6 The Bidder's assurance that contract design/planning work will not result in a conflict of interest.

4.7 A statement about the Bidder's capacity and ability to proceed without delay if selected.

4.8 A statement concerning the Bidder's record of completing similar civil municipal projects on time and within allocated budget over the last five years.

4.9 A statement concerning the location where the design/planning efforts will be primarily performed.

4.10 Provide an organizational chart showing personnel, task responsibilities, and lines of communication for tasks associated with this RFP.

Bidders interested in these services should submit a Statement of Qualifications which includes a one-page cover letter plus a maximum of ten (10) additional pages (not including resumes) to address the RFQ criteria. No appendices shall be allowed, except for a resume appendix. DO NOT submit information regarding fees, price, man-hours or any other cost information with this Statement of Qualifications and Experience. Submittals containing this information will not be considered. The ten (10) page count excludes the front and back covers, appendix divider, and any included resumes. Font size must be 10 points or greater.

5. SUBMISSION OF RESPONSES

Responses shall include a cover letter and the information required in Section 4. Resumes for key personnel shall be limited to a maximum length of two (2) pages each and should be attached as an appendix to the Response.

Sealed Responses containing one (1) signed original and four (4) duplicate copies will be accepted in the City Clerk's Office located at 300 East Superstition Boulevard, Apache Junction, Arizona, 85119, until April 30, 2026, at 2:00 P.M. Arizona time. Responses shall be marked on the front in black lettering as: "ENGINEERING ON-CALL SERVICES PROJECT # RFQ PW 26-02" along with the name and address of the Respondent. Responses must be signed by a person duly authorized to execute the same on behalf of the Bidder.

Only one (1) submittal per Bidder will be accepted. If multiple responses are received from Bidders with common ownership interests or collective assets or is managed by the same individuals or other legal entities, such additional submittals will be deemed duplicitous and shall be disqualified from the RFQ process.

The City reserves the right to reject any and all Bids, to waive informalities and technicalities, and to suspend the procurement deadlines applicable to this process in its sole discretion.

Late or unsigned Bids will not be accepted.

Bidders shall confirm receipt of all addenda issued to this RFQ in its cover letter submitted with its Bid. It is the Bidder's sole responsibility to confirm receipt of all addenda issued to the RFQ. Failure to do so will result in the proposal being declared non-responsive. Bidders will NOT be notified of addenda. If addenda are issued, they will be published on the City's electronic bidding platform at www.publicpurchase.com.

6. SELECTION CRITERIA AND SCORING

The selection criteria and relative weights for determining the order of Bidders on the Final List are as follows:

CRITERIA	MAXIMUM SCORE
Experience of the consultant	45
Experience of Key Personnel	25
Project Management and Responsiveness	25
Staffing information for Key Personnel	5
Total Maximum Points	100

Please be advised that failure to provide the information required in Section 4 will result in disqualification.

7. SELECTION PROCESS

7.1 Interviews will not be held. The City will enter negotiations with the Qualified Bidder to enter into a contract. If the City is unsuccessful in negotiating a contract with the Qualified Bidder, the City may terminate negotiations with the Qualified Bidder and enter into negotiations with the next lower ranked Qualified Bidder until a contract is executed. The City may decide to terminate the selection process at any time.

7.2 Schedule: The following tentative schedule has been prepared for this selection process:

- RFQ Issued April 9, 2026
- RFQ Due Date April 30, 2026 by 2:00 P.M.
- Execution of Contract by June, 2026

8. INQUIRIES

All questions regarding this RFQ shall be submitted via the Public Purchase portal www.publicpurchase.com no later than April 23, 2026 at 12:00 P.M. All questions and answers will be posted as a formal Addendum to the RFQ, published on the City's electronic bidding platform at www.publicpurchase.com as Q&A Clarifications.

9. BID PROTESTS

Other than a disqualification determination, any aggrieved person may protest the bid solicitation per Apache Junction City Code, Vol. I, Art. 3-7-8, Bid Protest and Appeal. The Apache Junction City Code is located at <https://codelibrary.amlegal.com/codes/apachejunction/latest/overview>.

10. GENERAL CONDITIONS

10.1. This RFQ does not commit the City to award a contract, to defray any costs incurred in the preparation of a Bid, or to procure or contract for services.

10.2. The City reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFQ all Bidders will be notified in writing by the City.

10.3. The City reserves the right to extend the date by which the submittals are due.

10.4. All submittals become the property of the City. Except for the name of Qualified Bidders on the Final List, no information contained in a Bid shall be made public until after award and execution of a contract with the Qualified Bidder.

10.5. The City reserves the right to request additional information and/or clarifications from any or all Bidders.

Attachments:
Sample Professional Services Contract

**ENGINEERING SERVICES AGREEMENT BETWEEN
CITY OF APACHE JUNCTION AND _____
FOR ENGINEERING ON-CALL SERVICES PROJECT NO. RFQ PW 26-02**

THIS AGREEMENT is made as of the ____ day of _____ 20____ (the “Effective Date”) by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation (“City”), and _____, an Arizona limited liability company/corporation (“Consultant”), sometimes collectively referred to as the “Parties” or individually as a “Party” for the project entitled _____.

RECITALS

- A. City desires to retain an engineer to assist in a comprehensive _____ and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended to it.
- B. The open market procedures have been satisfied to the extent they apply.
- C. The Parties have set forth below contemplated services Consultant will provide to City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT’S DUTIES:** Consultant agrees to perform the professional services detailed in Exhibit A (the “Services”).
2. **COMPENSATION:** In accordance with Exhibit B and the terms and conditions of this Agreement, City shall compensate Consultant for the Services in an amount not to exceed _____ Dollars and _____ Cents (\$_____) (the “Contract Amount”).
3. **CONSULTANT BILLING:** Consultant shall invoice City on a time and expense basis in a total amount not to exceed the Contract Amount. City agrees to process for payment invoices received from Consultant within thirty (30) calendar days following receipt of such invoices, provided Consultant fulfills all duties and obligations set forth in this Agreement. Review of invoices by City may include an inspection of the Services.

4. **TERM:** The term of this Agreement shall commence on _____, 20____ and end on _____, 20____. This Agreement may be extended upon mutual written consent of the Parties provided that any amendment shall be executed by an authorized signatory of the Parties and provide in writing the amended term of the Agreement and, if applicable, a specified dollar amount of additional payment to be owed by City to Consultant.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services necessary for Consultant to perform the Services. City shall not be responsible for discovering deficiencies in the technical accuracy of the Services.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** The Services shall be performed by qualified professionals licensed in Arizona, selected and paid by Consultant and acting in the interest of the Consultant. While performing the Services, Consultant and its subcontractors shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant or its subcontractors commit in the performance of this Agreement. Consultant shall correct any deficiencies in the technical accuracy of the Services without additional compensation except to the extent such corrective action is directly attributable to deficiencies in any information provided by City.

7. **NOTICES:** All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction
 Emile Schmid
 Department of Public Works
 575 East Baseline Avenue
 Apache Junction, AZ 85119

If to Consultant: _____

8. **INSURANCE:**

8.1 **General Provisions.** Consultant, at its own expense, shall purchase and maintain during the Term the insurance required by this Agreement with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or

approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required by this Agreement shall be maintained in full force and effect until the Services are accepted by the City. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Consultant's acts, errors, mistakes, omissions, work or service.

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

The insurance policies required by this Agreement, except Workers' Compensation and Professional Liability, shall name City, its elected officials, agents, officers, and employees as Additional Insured Parties.

Consultant shall expressly bind any subcontractors, or any other lower tier subcontractors, used in the performance of any aspect of the Services, to the insurance requirements in this Agreement, making such obligations applicable to the other subcontractor to the same extent as it is applicable to Consultant. The purpose of this provision is to require any lower tier subcontractor, regardless of level, to provide insurance and indemnity required by this Agreement.

8.2 Commercial General Liability. Consultant shall maintain throughout the Term Commercial General Liability insurance with a limit of not less than

\$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policies shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If Consultant sublets any part of the Services, Consultant shall purchase and maintain, at all times during prosecution of the Services an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Services. Coverage shall be on an occurrence basis with a limit of not less than \$2,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

8.3 Automobile Liability. Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, federal mandatory motor carrier safety ("MCS") 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

8.4 Workers' Compensation. Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

“I am aware and understand the provisions of A.R.S. § 23-901 *et seq.* which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the Services of this Agreement.”

If Consultant has no employees for whom Workers’ Compensation insurance is required by federal or state statutes, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

8.5 Professional Liability. Consultant shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

8.6 Certificates of Insurance. Prior to commencing the Services, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City’s right to insist on strict fulfillment of Consultant’s obligations under this Agreement.

The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney’s Office, shall comply with the terms of this Agreement. Policies or certificates and completed forms of City’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this Agreement shall be delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and

its elected officials, officers, agents and employees are added as additional insured parties under this policy.”

In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Consultant’s work or services and as evidenced by annual Certificates of Insurance.

Consultant shall require its insurers to provide City thirty (30) calendar days’ prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below the amounts required by this Agreement. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “Enforced Delay”) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics and related executive orders, quarantines, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular contractors,

consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section 10 shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon thirty (30) days written notice. If this Agreement is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. City shall pay Consultant for completed and acceptable work performed pursuant to this Agreement prior to the date of termination.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its elected officials and appointed officers, special districts, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subcontractors in the performance of the Services under this Agreement or any subcontract. Consultant's duty to defend, hold harmless and indemnify City, its elected officials and appointed officers, special districts, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Consultant's acts, errors, mistakes, omissions, Services or services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, services or work Consultant may be legally liable, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or any tier of Consultant's subcontractors or any other person for whose acts, errors, mistakes, omissions, services or work Consultant may be legally liable in the performance of the Services under this Agreement or any subcontract. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the

indemnity in this Section 12. The rights and obligations under this Section 12 shall survive expiration or termination of this Agreement.

13. **TAXES**: Consultant shall pay as they become due all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS AND FEES**: Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services. Consultant represents and warrants that any license necessary to perform the Services is current and valid. Consultant understands that the activity described in this Agreement constitutes “doing business in the City of Apache Junction” and Consultant agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the Term. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws.

15. **RECORDS**: Records of Consultant’s labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after expiration of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. **RIGHT OF CITY TO CONTRACT WITH OTHERS**: Nothing in this Agreement shall imply City is obligated to obtain the Services described in this Agreement only through Consultant.

17. **INDEPENDENT CONTRACTOR**: City and Consultant agree and understand that the relationship between both Parties is that of an independent contractor. As such, Consultant is not entitled to receive any benefits to which City employees are entitled by virtue of their employment with City. City shall not be responsible for payment to employees of Consultant for salaries, related taxes (including, but not limited to, federal Social Security tax as well as federal and state unemployment taxes) and all other expenses related to their employment or contractual relationship with Consultant.

18. **WAIVER OF TERMS AND CONDITIONS**: The failure of City or Consultant to insist in any one or more instances on performance of any of the

terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law without effectuating an official amendment to this Agreement. Email notification of the modification would be sufficient notice.

20. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties. Written and signed amendments shall automatically become part of this Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. **BINDING EFFECT, ASSIGNMENT AND DELEGATION:** City and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party shall assign the Agreement or sublet it as a whole or delegate the duties under this Agreement, without the written consent of the other Party, nor shall Consultant assign any monies due or to become due to it without the previous written consent of City.

22. **SEVERABILITY:** City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **OWNERSHIP OF WORK PRODUCT.** All documents or other work product generated on behalf of City in connection with this Agreement are property of City. Any use or reuse of the documents or work product created by Consultant for projects they were not intended and/or without the professional involvement of Consultant shall be at City's sole risk and without liability to Consultant.

25. **CONFIDENTIALITY.** All information received in the performance of the Services shall be considered nonpublic and confidential. Consultant agrees that neither it nor its contractors, agents or representatives shall communicate, whether in writing or verbally, any information concerning the Services except in strict compliance with the terms and conditions of an express authorization by the City Attorney. This confidentiality provision shall not apply to communication by

Consultant with its subcontractors for the purposes of performing the Services under this Agreement.

26. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

27. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of this Agreement.

28. **PROHIBITED USE OF FORCED LABOR:** In accordance with A.R.S. § 35-394, Consultant hereby certifies and agrees that Consultant does not currently and shall not for the duration of this Agreement use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China, (2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or (3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the Term that Consultant is not in compliance with this Section 28, then Consultant shall notify the City within five (5) business days after becoming aware of such noncompliance. If Consultant does not provide the City with written certification that Consultant has remedied such noncompliance within ninety (90) calendar days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such ninety (90) day remedy period, this Agreement shall terminate automatically.

29. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

30. **ORDER OF PRECEDENCE.** Should there be any discrepancy or inconsistency between the terms and conditions of this Agreement and any terms and conditions in any exhibit to this Agreement, the terms and conditions of this Agreement shall control and prevail.

[Signatures on next page]

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

CONSULTANT:

_____,
an Arizona limited liability company/
corporation

By: _____

Its: _____

CITY:

**CITY OF APACHE JUNCTION, ARIZONA, an
Arizona municipal corporation**

By: Walter "Chip" Wilson

Its: Mayor

ATTEST:

Evie McKinney
City Clerk

APPROVED AS TO FORM:

R. Joel Stern
City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this ____ day
of _____, 20__, by _____ as _____ of
[Company Name], an Arizona [corporation/limited liability company].

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____, 20__, by Walter “Chip” Wilson, as Mayor of the City of
Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE