

**NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FROM
ENGINEERING FIRMS FOR
ON-CALL ENGINEER SERVICES
TOWN OF QUARTZSITE, ARIZONA**

Project Name: On-Call List for Various Projects
Deadline: December 13, 2016 at 3:00 p.m., MST
Submittal Location: Quartzsite Town Clerk's Office
465 N. Plymouth Avenue, Quartzsite, AZ 85346
Quartzsite Staff Contact: Jim Ferguson, Town Manager
RFQ available at: 465 N. Plymouth Avenue, Quartzsite, AZ 85346

Date and Location for Submittal: Sealed Statements of Qualifications (SOQ's) from qualified engineering firms will be received at the Town Clerk's Office, 465 N. Plymouth Avenue, Quartzsite, AZ 85346 by **3:00 p.m., MST, December 13, 2016**. SOQ's must be submitted in a sealed envelope clearly marked in accordance with the requirements of the Request for Qualifications (RFQ). The SOQ must include all information items listed **in the RFQ in the order listed**. Any SOQ received after the time specified will be returned unopened. (No electronic submittals or amendments will be accepted). It is the firm's responsibility to assure SOQ's are received at the above location on or before the specified time.

Project Description: Provide engineering services for the Town of Quartzsite, Arizona on an on-call contract basis.

Pre-Submittal Conference: No pre-submittal conference will be held.

SOQ Format: Each SOQ received must be in accordance with the format and information provided within the Request for Qualifications package. Any SOQ that does not conform, in all material respects to what is set forth in the RFQ, will be considered non-responsive. Each SOQ shall be submitted in a sealed envelope per the directions provided in the RFQ.

Right to Reject SOQ: Quartzsite reserves the right to waive any irregularities in any SOQ and to reject all SOQs and re-advertise or cancel the project in its entirety, at its sole discretion. Quartzsite, or its consultants and advisors, will not be responsible for any cost incurred by any firm submitting a SOQ or responding to this notice.

Equal Opportunity: QUARTZSITE is an equal opportunity employer.

Publications Date(s):

DATED: _____

TOWN OF QUARTZSITE, ARIZONA

Tina Abriani, Town Clerk

**REQUEST FOR STATEMENTS OF QUALIFICATIONS FROM
ENGINEERING FIRMS TO BE PLACED ON AN ON-CALL LIST FOR VARIOUS PROJECTS
TOWN OF QUARTZSITE, ARIZONA**

Project Name: On-Call List for Various Projects

1.0 REQUEST FOR QUALIFICATIONS

The Town of Quartzsite (Quartzsite) invites qualified engineering firms to submit a Statement of Qualifications (SOQ) for the above referenced project.

2.0 INSTRUCTIONS

Sealed Statements of Qualifications will be received at the Town Clerk’s Office, 465 North Plymouth Ave., Quartzsite, AZ 85364 until **3:00 p.m. MST, December 13, 2016**. The sealed envelope shall be clearly marked: “SOQ for Engineering Services: Project Name: On-Call List for Various Projects”. **Any Statement of Qualifications received at the wrong location, unsealed or after the time specified will not be accepted and shall be returned without being opened.** It is the firm’s responsibility to assure SOQs are received at the above location on or before the specified time.

Please be advised that failure to comply with the following criteria will result in disqualification:

- Receipt of SOQ by the cut-off date and time specified.
- Receipt of SOQ at the proper location.
- Receipt of a sealed SOQ submittal package.
- The number of originals and/or copies of the SOQ specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.
- Supplemental resumes are not allowed.

3.0 GENERAL DESCRIPTION OF PROJECT

The Town of Quartzsite is located in the southwestern region of Arizona and has a population estimated at 3,700 persons. Quartzsite intends to create a list of design engineers to provide continuing, on-call, open-ended engineering services for consultation, design work, and other professional services for the Town as described below:

1. Roadway Engineering, including streets, sidewalk, curb, gutter, drainage, associated traffic control devices, striping, lighting, speed reduction devices and incidental landscaping. The services may include designing/managing technical aspects of projects funded by federal and/or state funds, such as USDA and CDBG.
2. Drainage Design, including the necessary analysis needed to implement proposed drainage improvements, preparation of paving and drainage plan for municipal building and facilities.

- Services may also include design/managing technical aspects of projects funded by federal and/or state funds, such as USDA and CDBG.
3. Civil Engineering, including Water and Wastewater Infrastructure (distribution, collection and treatment) evaluation, planning, design and services during construction, designing/managing technical aspects of projects funded by federal and/or state money, such as USDA and CDBG. This service area will include the Quartzsite Wastewater Treatment Plant upgrade project bidding and construction services. This specific upgrade project is funded through the USDA-RD.
 4. Traffic Engineering, including daily volume counts, data analysis, preparation of conceptual improvement plans, present reports and recommendations to stakeholders and preparation of final traffic engineering report. Designing/managing technical aspects of projects funded by federal and/or state money (e.g. USDA, CDBG, etc.).
 5. Environmental Engineering, including site investigation and design needed to prepare remediation plan to mitigate underground storage tanks, hazardous waste materials and asbestos materials. Designing/managing technical aspects of projects funded by federal and/or state funds, such as USDA and CDBG.
 6. Construction Manager Services, including providing on-site management, contract administration and facilitating communication between the engineer, owner and contractor.

Through this solicitation, Quartzsite will establish one (1) list of engineering firms to provide services in one or more disciplines. Quartzsite intends to use this list to direct select consultants to provide services for projects as the need arises. Thus, selection under this solicitation is not selection for a specific project, and no contract will exist between Quartzsite and any of the engineering firms until a project-specific contract has been initiated by Quartzsite and executed between Quartzsite and the engineering firm. A separate contract with an associated scope will be negotiated between Quartzsite and the consultant for each specific project. Contracts above \$15,000 must be approved by the Quartzsite town council.

Quartzsite makes no guarantee that any firm on the list will be selected for a project or be offered a contract. Quartzsite also makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. Quartzsite further makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) within any project type will be spread equally or according to any other specific percentage split among the various consultants on the list. The quantity of work awarded (measured in dollar value or otherwise) also may or may not mirror the ranking of the firms on the list.

While Quartzsite intends to use the list whenever possible, Quartzsite reserves the right to direct select consultants not on the list to perform professional services, even for work within the same project areas as this solicitation, when it is in Quartzsite's best interest to do so, as determined solely by Quartzsite. Quartzsite also reserves the right to issue separate solicitation(s) for specific projects, even for work within the same project areas covered by this solicitation, when it is in Quartzsite's best interest to do so. However, Quartzsite recognizes the time and expense in preparing an SOQ and anticipates using the list whenever feasible.

Unless otherwise determined by Quartzsite, the list to be established under this solicitation shall remain valid for 4 years. Quartzsite reserves the right to cancel the list prior to the expiration date(s) stated herein, by written notice to the firms on the list.

4.0 SCOPE OF WORK

4.1 General:

- a. The engineering firm(s) shall be responsible for undertaking the services addressed under Section 3.0 above, or as negotiated (if required) with the Town, upon execution of the agreement by both parties. Services provided will be under the direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and inactive good standing with the Arizona State Board of Technical Registration.
- b. The engineering firm(s) will be responsible to make presentations, attend meetings representing Quartzsite and work with public/private individuals on behalf of Quartzsite.
- c. The use of sub-consultants shall be acceptable for fulfilling these requirements, although all key personnel listed as employees of the contracted engineering firm shall be full-time employees of the firm. The name of the sub-consultants and individuals will be required.

4.2 Deliverables:

- a. The engineering firm(s) will provide all documentation pertaining to the completed project to Quartzsite. Quartzsite may use or reproduce such material. The engineering firm shall be responsible to maintain documentation for a period agreed upon each project contract.
- b. The engineering firm(s) will be responsible to maintain the contracted time frames based on individual project contract(s) and meet Quartzsite project demands.

4.3 Invoices:

All invoices will be submitted to the Quartzsite Finance Department.

4.4 Insurance:

Responder(s) is responsible for reviewing insurance requirements before submitting a response to this RFQ.

4.5 Records and Audits:

Engineering firm(s) shall maintain accurate and financial records of its activities and operation relating to this agreement in accordance with generally accepted accounting principles and/or as required by local, state and federal funded projects.

5.0 SOQ SCORING

The selection criteria and relative weights for selecting the firms on the final list are as follows:

MANAGEMENT	MAXIMUM SCORE
Project Understanding and Approach	15
Schedule and Cost Control Ability	15

Quality Control Ability	10
EXPERIENCE	
Firm Experience and Capability for Work	25
Proposed Project Manager	20
Proposed Project Staff	10
REFERENCES	
References (Past Performance Verification Form)	15
Total Maximum Points	100

6.0 SELECTION PROCESS

- 6.1 Selection Committee:** A Selection Committee will review the Statements of Qualifications and develop an on-call list of at least 2 and no more than 3 engineering firms (or teams) to provide the services based the selection criteria set forth in Section 7.0. The firm will be requested to submit its schedule of fees, which will be used for project-specific contracts.
- 6.2 Contract Negotiation for Specific Projects:** Upon identification of a project, Quartzsite will direct select a firm from the on-call list for the project and enter into negotiations with the firm for a contract for the specific project. The contract will include the firm’s schedule of fees submitted pursuant to Section 6.1.
- 6.3 Key Personnel:** The firm shall ensure that key personnel identified in its SOQ shall be the key personnel assigned to any project assignment. Such key personnel shall not be replaced without prior written acceptance of Quartzsite. Unauthorized replacements will result in disqualification of the proposal or breach of the engineering agreement.

7.0 FORMAT AND CONTENTS OF SOQ

Interested parties shall submit in a sealed envelope 5 hard copies and 1 electronic copy of the SOQ. The SOQ shall be a maximum of 15 pages excluding cover letter and resumes, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 ½ x 11”) with criteria information shall be counted with a text of 11 points or higher. Each SOQ shall include a letter of transmittal signed by an officer of the firm authorized to submit the statement of qualification signed in blue ink. The letter shall include the firm’s name, address, telephone number, fax number and e-mail address. The letter shall include the location of which office the services will be provided.

Statements of qualifications shall contain the following information:

- 7.1 Project Understanding and Approach:** SOQs must demonstrate your comprehension of the objectives and services for which Quartzsite is conducting this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ).
 - Describe and demonstrate your firm’s/team’s comprehension of the goals and objectives of this solicitation.
 - Describe your proposed team’s general approach to managing the design/construction of assigned Project(s).

- Discuss whether the statement of services is sufficiently explicit for the work.
- Define any assumptions made in formulating criteria response.

7.2 Schedule and Cost Control Ability: SOQs must demonstrate firm's ability to manage the schedule, budget and construction costs throughout all phases of the project. Describe the method(s) your proposed team will employ for this project.

7.3 Quality Control Ability: SOQs must demonstrate firm's ability to provide quality control oversight of the firm's activities throughout all phases of the contract. Describe the method(s) your proposed team will employ for this project.

7.4 Firm Experience and Capability for Work: The SOQ shall list up to five (5) projects awarded to your firm engineering services during the last three (3) years (Arizona projects are preferred). For each project provide the project description, client name and contact, award date (note if pending), construction costs, status of completion, and estimated completion date. As part of the selection process, Quartzsite will consider the size and complexity of the project under consideration, the resource investment of the firm in other current projects, and the amount of previous work recently performed.

7.5 Proposed Project Manager: SOQs must name the Project Manager directly responsible and engaged in the work for each project type for which the firm is being considered. An individual may be identified as Project Manager for more than one project discipline, or multiple Project Manager's may be named. Describe each Project Manager's specific qualifications and experience directly related to the proposed project type(s). Focus on the proposed project manager's specific duties and responsibilities and how project experience is relevant to the proposed contract.

- Identify Professional Registrations.
- Indicate length of time with firm.
- Indicate state of residency.
- Describe the individuals' qualifications in terms of education and experience, including design management experience and any particular style and skills that will benefit Quartzsite.
- List a minimum of three projects similar in anticipated scope and complexity for each project type for which the individual had design managerial responsibility.
- List professional references (contact persons and telephone numbers) for the projects listed above.
- Discuss both current and potential time commitments of the proposed Project Manager to all clients.

7.6 Proposed Project Staff: SOQs shall name the key staff from the firm, and its subconsultants, who will perform the functions deemed necessary to accomplish the services for each project type for which the firm is proposing. Describe the work to be performed by each key staff member. Focus on the individuals' specific duties and responsibilities and how project experience is relevant to the proposed project discipline(s). For each key staff member of the firm and its subconsultants who will be involved provide the information requested below.

- Identify Professional Registrations, if applicable.

- Indicate length of time with firm.
- Indicate state of residency.
- Identify the staff members' responsibility on a typical project within the proposed discipline.
- Describe the individuals' qualifications in terms of education and experience, including design experience and any particular style and skills that will benefit Quartzsite.
- List a minimum of two similar projects for which the individual has had similar responsibility.
- List professional references (contact persons and telephone numbers) for the projects identified above.
- Discuss both current and potential time commitments of the key staff members to all clients.

8.0 PROCESSING OF SOQ

8.1 Questions Regarding this SOQ

Questions regarding this Request for Qualifications, the Scope of Work, Exceptions, or need for additional data or information must be submitted in writing no later than **December 5, 2016 at 5:00 PM (AZ Time)** to the Town of Quartzsite via e-mail at jim.ferguson@quartzsiteaz.org. No contract regarding this RFQ is permitted with Town staff, other than with the point of contact stated above. Contracting anyone else may result in submission being dismissed without consideration.

8.2 Pre-Submittal Meeting

No pre-submittal meeting will be held for this SOQ.

8.3 Submission of SOQ

Statement of Qualifications shall be submitted in a sealed envelope no later than **December 13, 2016 at 3:00 PM (AZ Time)** to the Town Clerk's office. The SOQ shall include all items requested in the SOQ. Any SOQ received after the date identified above will not be considered. Fax and internet submission are not accepted and will be rejected.

8.4 Opening of SOQs

Opening of SOQs will take place on **December 13, 2016 at 3:05 PM (AZ Time)**. All responders who wish to be present may attend. The names of the engineering firm(s) will be announced. No other information will be made available at that time. All SOQs will be held in confidence until an agreement has been executed or Quartzsite rejects all SOQs.

8.5 Rejection of SOQs

Quartzsite reserves the right to reject any or all SOQs, to make modifications to, or waive information in, this SOQ, if the Town staff deems this to be in the best interest of the Town of Quartzsite.

8.6 Pre-Contractual Expenses

Quartzsite will not be liable for any pre-contractual expense incurred in the preparation of the SOQ, participation in this process and any other expenses incurred by the engineering firm(s).

8.7 Notification of Successful and Non-Successful Engineering Firm(s)

All responders will receive notification via certified US mail and e-mail regarding the award/non-award of proposed agreement(s). Responders not selected have ten (10) working days from the mailing of the letter to initiate protest proceeding. Responders can submit a protest addressed to Jim Ferguson, Town Manager via certified mail at Office of the Town Clerk, 465 North Plymouth Ave., Quartzsite, AZ 85346. The Town will hold a hearing within five (5) working days of the receipt of the protest and make a determination within two (2) working days of the hearing. The protest process will follow the guidelines as described in the grievance procedure established by the Town of Quartzsite. In the absence of a successful protest, the contract will be provided to the successful responder(s).

9.0 PAST PERFORMANCE VERIFICATION FORM (PPVF)

Quartzsite desires to receive feedback on past performance of your projects. Mail or fax a copy of the attached Past Performance Verification form to Public/Private Agencies, for which you have **substantially completed similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner, or Owner's representative, **directly responsible for oversight of the project** to complete and submit via mail or fax prior to the date and time listed on the form. If your firm has completed previous **similar work** for the Town of Quartzsite it is recommended that you utilize this experience. If your firm has not completed prior projects with Quartzsite you will not be penalized.

Please list the agency or firm name, address, phone number and contact information for the Agency that will be providing the Past Performance Verification Form on attached **Exhibit A and include as an appendix to the SOQ**. Past Performance Verification Forms will only be accepted from the Agencies listed on Exhibit A.

Zero points will be awarded for projects:

- If Exhibit A is not included in the SOQ.
- If a PPVF is received after the date and time specified on the form.
- If a project is not listed on Exhibit A.
- If a project submitted is not substantially complete.
- If the firm submitting was not the **prime engineer**.
- If the person responding was not directly responsible for project oversight.

It is the **responsibility of the firm** submitting the SOQ to ensure that Quartzsite receives **all** of the Past Performance Verification Forms prior to the deadline.

10.0 TOWN OF QUARTZSITE CONTACT

Questions may be directed via email to Jim Ferguson, Town Manager, at jim.ferguson@quartzsiteaz.org. Questions must be received by **5:00 p.m. MST on December 5, 2016** so that response may be posted as an addendum to the RFQ.

11.0 TERMS AND CONDITIONS

This RFQ does not commit Quartzsite to award a contract, to defray any costs incurred in the preparation of an SOQ, or to procure or contract for services.

- 11.1 Quartzsite reserves the right to extend the date by which the SOQs are due.
- 11.2 Quartzsite 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 Quartzsite cancels or revises the RFQ, all respondents of record will be notified in writing by Quartzsite.
- 11.3 All SOQs become the property of Quartzsite. Information contained in a Statement of Qualifications shall be made public after the final list is verified and approved by the Town Engineer.
- 11.4 Quartzsite reserves the right to request additional information and/or clarifications from any or all Respondents to this RFQ.

12.0 POLICY ON NON-DISCRIMINATION OF THE BASIS OF DISABILITY

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the Town of Quartzsite does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in the Town programs, activities, or services contact:

Jim Ferguson
Town Manager
Town of Quartzsite
465 North Plymouth Ave.
Quartzsite, AZ 85364
(928) 927-4333
jim.ferguson@quartzsiteaz.org

Attachments:

Past Performance Verification Form
Pro forma contract for On-Call Engineering Services

PAST PERFORMANCE VERIFICATION FORM (PPVF)

Directions: Request Public/Private Agencies, for which you have **substantially completed** similar services, to fill out a copy of the PPVF for three (3) similar services. Provide this form to the Owner or Owner's representative **directly responsible** for oversight of the project to complete and submit via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the Town of Quartzsite it is recommended that you utilize this experience. If your firm has not completed prior projects with Quartzsite you will not be penalized.

SOQ Due Date and Time:

PROJECT NAME: On-Call Engineering Services for Various Projects

NAME OF COMPANY TO BE EVALUATED: _____

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: _____

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: _____

NAME OF PROJECT AND DATE SUBSTANTIALLY COMPLETED: _____

QUESTIONS:

What type of services did this firm provide on the project referenced?

1. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:

- a. How would you rate work performed by this firm on your project? _____
- b. Was the project completed on time? _____
- c. Was the project completed within budget? _____
- d. What was the quality of the work performed? _____
- e. Was staff proactive in solving problems that may have occurred on your project? _____
- f. What was the extent of staff turnover? (10 = low staff turnover, 1 = high staff turnover) _____
- g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) _____

TOTAL POINTS _____

2. Any additional comments. _____

Please fax to Jim Ferguson, Town Manager, at 928-927-4400 by the date and time shown above.

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO TOWN

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that Quartzsite receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

1. _____

2. _____

3. _____

AGREEMENT FOR ENGINEERING SERVICES

PROJECT NAME:

PROJECT NO:

THIS Agreement is entered into as of this _____ day of _____, 20____, by and between the Town of Quartzsite, Arizona, a municipal corporation, hereinafter referred to as "Quartzsite" and _____, hereinafter referred to as the "Engineer."

FOR THE PURPOSE of providing professional engineering services for Quartzsite on the _____ Project, hereinafter referred to as the "Project," Quartzsite and Engineer do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Engineer. In consideration of the mutual promises contained in this Agreement, Quartzsite engages the Engineer to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Engineer shall do, perform and carry out in a satisfactory and proper manner the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A. At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as "see architectural" or "see structural") shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to "by others" shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents. Engineer shall take measures necessary to comply with this requirement prior to final submittal to Quartzsite. Incomplete items shall be completed by the Engineer at its cost.

1.3 Responsibility of the Engineer.

1.3.1 Engineer hereby agrees that the specifications and Contract Documents prepared by Engineer will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such specifications and contract documents and all other documents prepared by Engineer shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said specifications and Contract Documents does not diminish these requirements.

1.3.2 Quartzsite's construction budget for this Project is \$ _____. Engineer shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Quartzsite of any constraints associated with the Project

site. During design, Engineer shall maintain cost controls to deliver the Project within the construction budget. Engineer shall complete the Schematic, Design Development, and Construction Documents, such that construction cost of the Project designed by Engineer will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Engineer shall immediately notify Quartzsite. If the construction budget is exceeded, Engineer shall value engineer the Project at no additional cost to Quartzsite. As used herein, "cost of construction" shall mean the total cost or estimated cost to Quartzsite of all elements of the Project designed or specified by Engineer, but does not include the compensation of the Engineer and the Engineer's subcontractor or consultants.

1.3.3 If Quartzsite retains a Construction Manager for the Project, Engineer shall cooperate with the construction manager during the design phase in the performance of constructibility reviews and value engineering studies. Engineer shall incorporate construction manager's comments into the construction documents at no additional cost to Quartzsite; provided however, that if Engineer believes such comments should not be incorporated, Engineer shall notify construction manager of the reason the comments were not incorporated. Nothing in this paragraph shall authorize construction manager to design the Project and Engineer shall remain solely responsible for the design of the Project.

1.3.4 Engineer shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. Engineer shall deliver to Quartzsite, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to Quartzsite, Engineer and Quartzsite shall each sign a "hard" copy of reproducible documents that depict this information at that time. Quartzsite agrees to release Engineer from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to Quartzsite.

1.3.5 Engineer shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.6 Engineer shall designate _____ as Project Manager and all communications shall be directed to him. Key Engineer Personnel are set forth in Exhibit B. "Key Personnel" includes the Engineer employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Engineer shall first obtain the approval of Quartzsite.

1.3.7 Engineer's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Quartzsite.

1.3.8 Engineer shall obtain its own legal, insurance and financial advice regarding Engineer's legal, insurance and financial obligations under this Agreement.

1.3.9 Engineer shall provide required reports on the progress of the Services and the design budget to Quartzsite or, if a separate Construction Manager is retained by Quartzsite, then

such reports shall be provided to the Construction Manager. Engineer shall coordinate its activities with Quartzsite's representative and Construction Manager, if any.

1.4 Responsibility of Quartzsite.

1.4.1 The Quartzsite shall cooperate with the Engineer by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. Quartzsite agrees to obtain its own legal, insurance and financial advice Quartzsite may require for the Project.

1.4.2 Quartzsite shall provide Engineer with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.

1.4.3 Quartzsite shall provide Engineer with any technical requirements of Quartzsite, which shall be incorporated into the specifications and Contract Documents.

1.4.4 Quartzsite designates _____ as its Project Representative. All communications to Quartzsite shall be through its Project Representative or construction manager, if a construction manager is retained.

2. CONTRACT TIME AND CONTRACT SUM

2.1 Contract Time. The Contract Time and any applicable schedule of services are set forth in Exhibit C.

2.2 Contract Sum. All compensation for complete and satisfactory completion of services rendered by Engineer, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$ _____.

2.3 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Engineer shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Quartzsite may, at any time, by written change order, make changes in the Scope of Work. A form of change order is attached hereto as Exhibit E. If Engineer believes a change in the Scope of Work has been ordered, Engineer shall submit a request for a change order in writing within ten (10) days from the date of receipt by Engineer of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Engineer will be allowed by Quartzsite except as provided herein. Engineer shall not provide any services or furnish any materials not covered by this Agreement unless Quartzsite first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Engineer agrees to comply with all Quartzsite ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Quartzsite. Failure to maintain insurance as specified may result in termination of this Agreement at Quartzsite's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Quartzsite does not represent that coverage and limits will be adequate to protect Engineer. Quartzsite reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Quartzsite, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Engineer's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of Quartzsite as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against Quartzsite, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Quartzsite. Engineer shall be solely responsible for any such deductible or self-insured retention amount. Quartzsite, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Engineer shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Quartzsite and Engineer. Engineer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Engineer shall furnish Quartzsite with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Engineer's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by Quartzsite on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Quartzsite Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Quartzsite, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 2010 11 8 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against Quartzsite, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Engineer under this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Quartzsite, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Engineer shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance policy limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Quartzsite, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Engineer shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless TOWN, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor's duty to indemnify and hold harmless TOWN, its officers 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 of resulting therefrom, caused by Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Quartzsite may, by written notice to the Engineer, terminate this Agreement in whole or in part with seven (7) days notice, either for Quartzsite's convenience or because of the failure of the Engineer to fulfill his contract obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Quartzsite copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Engineer in the event of substantial failure by Quartzsite to fulfill its obligations.

6.2 Payment to Engineer Upon Termination. If the Agreement is terminated, Quartzsite shall pay the Engineer for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Engineer hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Engineer further warrants that after hiring an employee, Engineer verifies the employment eligibility of the employee through the E-Verify program. If Engineer uses any subcontractors in performance of the Work, 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 this Agreement that is subject to penalties up to and including termination of the Contract. Engineer 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. The Quartzsite, at its option, may terminate the Agreement after the third violation. Engineer shall not be deemed in material breach of this Agreement if the Engineer 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). The Quartzsite retains the legal right to inspect the papers of any Engineer or subcontractor employee who works on the Agreement to ensure that the Engineer 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.

7.3 Examination of Records. The Engineer agrees that duly authorized representatives of Quartzsite shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineer involving transactions related to this Agreement.

7.4 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Quartzsite unless otherwise agreed to by both parties. Quartzsite may use such documents for other purposes without further compensation to the Engineer; however, any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Quartzsite's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation of the documents by Engineer for other purposes than contemplated herein will entitle Engineer to further compensation as agreed upon between the parties.

7.5 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.6 Independent Contractor. Engineer shall be an independent contractor and not an agent of Quartzsite and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Engineer.

7.7 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Engineer within this Agreement are for the exclusive use of Quartzsite and Engineer shall not engage in conflict of interest nor appropriate Quartzsite work product or information for the benefit of any third parties without Quartzsite consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.10 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Quartzsite.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

Engineer:

Town Manager
Town of Quartzsite
465 North Plymouth Ave.
Quartzsite, Arizona 85364

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Quartzsite may order the Engineer, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Quartzsite.

8.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Quartzsite in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Engineer, or (2) for which a change order is executed.

9. INTERESTS AND BENEFITS

9.1 Conflict of Interest of Engineer. The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Quartzsite Council Members and Others. No officer, member or employee of Quartzsite and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Non-Solicitation. Engineer agrees that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, 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 this Agreement. For breach or violation of this clause, Quartzsite may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.

9.4 Notice Regarding A.R.S. § 38-511. Under Section 38-511, Arizona Revised Statutes, as amended, Quartzsite may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Quartzsite is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event Quartzsite elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Quartzsite agrees to immediately give notice thereof to the Engineer.

10. ASSIGNABILITY

The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Quartzsite thereto; provided, however, that claims for money due or to become due to the Engineer from Quartzsite under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Quartzsite.

IN WITNESS WHEREOF, Quartzsite and the Engineer have executed this Agreement as of the date first written.

TOWN OF WICKENBURG

By _____,
_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, P.L.C.

Town Attorneys

By _____

ENGINEER

By _____
Its _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

ENGINEER KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

**EXHIBIT C
SCHEDULE OF WORK**

Promptly after the execution of this Agreement, the Engineer shall prepare and submit for approval to Quartzsite a Schedule of Work showing the order in which Engineer proposes to carry out Engineer's work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Engineer shall update the Schedule of Work on a monthly basis and deliver three (3) copies to Quartzsite along with the monthly billing.

1. Engineer shall complete all work and services required under the Pre-Design Services within ____ calendar days after written authorization from Quartzsite to proceed.
2. Engineer shall complete all work and services required under the Design Services within ____ calendar days after receipt of a written authorization from Quartzsite to proceed.
3. Engineer shall complete all work and services required under Construction Document within ____ calendar days after receipt of a written authorization from Quartzsite to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
4. Engineer shall proceed with all work and services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Quartzsite.

The durations stated above exclude the review periods required by Quartzsite and all other regulatory agencies.

All times to complete tasks set forth in this Exhibit are of the essence. If delays in schedules are imposed by Quartzsite's inability to comply with requested meeting schedules, Engineer shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by Quartzsite.

**EXHIBIT D
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Engineer, as provided herein shall be in full compensation for all of Engineer's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Such amount shall be based upon the Schedule attached hereto. [ATTACH ENGINEER'S FEES AND PAYMENT SCHEDULE]

B. Method of Payment

1. Invoices shall be on a form and in the format provided by Quartzsite and are to be submitted in triplicate to Quartzsite via Quartzsite's authorized representative.
2. Upon receipt and approval of Engineer's invoices, Quartzsite agrees to make payments within thirty days of receipt of the invoice as follows:

Phase

Percentage of Fee

C. Reimbursable Costs

Engineer will be reimbursed for expenses up to a maximum amount of \$ _____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at ____ cents per mile. Any out of state travel must receive prior approval of Quartzsite.)
2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.
4. Costs of faxes at \$ ____ per page.
5. Cost of other items as required, with prior approval from Quartzsite.

All reimbursable costs must be submitted with monthly bill.

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN []
 Engineer []
 CM (If any) []
 OTHER []

PROJECT: _____ DATE: _____
OWNER: Quartzsite of Quartzsite
Engineer:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both TOWN and Engineer.
Signature of Engineer indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Engineer
By _____

Quartzsite of Quartzsite
By _____

Date _____

Date _____