

**CITY OF TOLLESON  
REQUEST FOR PROPOSALS (RFP)**

The City of Tolleson seeks to enter into a contract with a highly qualified planning firm or team with extensive experience and knowledge of preparing General Plan updates in conformance with Arizona law. The City of Tolleson's current General Plan was adopted in 2005.

The RFP related to this notice will be listed on and available for download from the City's website: [www.tollesonaz.org](http://www.tollesonaz.org). Copies are also available at Tolleson City Hall located at 9555 W. Van Buren Street, Tolleson, Arizona 85353.

**Questions should be directed to:**

Paul Gilmore, City Engineer  
[pgilmore@tollesonaz.org](mailto:pgilmore@tollesonaz.org)  
(623) 474-4960  
TDD (623) 936-2792

A pre-submittal conference will be held at 2:00 p.m., August 16, 2012 at Tolleson City Hall, located at 9555 W. Van Buren Street.

Submittals are due at Tolleson City Hall by 2:00p.m., August 23, 2012. The City of Tolleson reserves the right to reject any and all submittals.

Notice Given By: Chris Hagen  
City Clerk  
Thursday, August 02, 2012

Published in the: Arizona Business Gazette  
Thursday, August 02, 2012  
Thursday, August 09, 2012

**REQUEST FOR PROPOSALS  
FOR A  
GENERAL PLAN UPDATE**

City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **CE 12-01**

Solicitation Title: **General Plan Update**

Release Date: **August 02, 2012**

Advertisement Dates: **August 02, 2012 and August 09, 2012**

**NON-MANDATORY**  
Pre-Submittal Conference: **August 16, 2012**  
**2:00 p.m.** (local time, Phoenix, Arizona)  
City Hall  
9555 West Van Buren Street  
Tolleson, AZ 85353

Final Date for Inquiries: **August 20, 2012**

Proposal Deadline: **August 23, 2012**

Oral Interviews (if necessary): **September 03 - 07, 2012**

Target City Council Award Date: **September 18, 2012**

City Representative: **Paul R, Gilmore, PE**  
City Engineer  
9555 West Van Buren Street  
Tolleson, Arizona 85353  
Phone: 623/474-4960

- \* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.
- \*\* The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

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**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose/Scope of Work. The City of Tolleson (the “City”) is issuing this Request For Proposals (“RFP”) seeking Proposals from highly qualified planning teams or firms (“Vendors”) with extensive experience and knowledge of preparing General Plan updates in conformance with Arizona law and are interested in providing these services (the “Services”), as more particularly described in the Scope of Work attached to the Sample Professional Services Agreement as Exhibit C.
2. Preparation/Submission of Proposals. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.
  - 2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:
    - a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
    - b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.
    - c. Vendor cannot demonstrate financial stability.
    - d. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.
  - 2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and seven (7) copies (eight (8) total submittals)** of the Proposal. Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.
  - 2.3 Required Submittal. The Proposal shall be submitted with an introductory cover letter of two (2) pages maximum, on company letterhead listing the company name, address, phone number, fax number and email address, with an **original ink signature** by a person authorized to bind the Vendor. The cover letter should be addressed to City of Tolleson, ATTN: City Engineer, 9555 W Van Buren, Tolleson, AZ 85353. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of thirty (30) pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Black print is to be used for text and color images are preferred. Each page side (maximum 8 ½” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 ½” x 11”, showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The Table of

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Contents must include all of the items as set forth in Section II PROPOSAL FORM; SCORING of this document. The minimum allowable font for the Proposal is **10 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (email) or mailgram Proposals will not be considered.

- 2.4 Vendor Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal, and (d) submit the entire Proposal by the official Proposal Deadline. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal deadline.
- 2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the Proposal number and title, **(CE-12-01) General Plan Update**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.
- 2.6 Address. All Proposals shall be directed to the following address: City Clerk 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Clerk's office by the Proposal Deadline indicated on the cover page of this RFP.
- 2.7 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Deadline, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Deadline.
3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, printing or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.
4. Inquiries.
  - 4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to the City Representative whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via email by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held), or (b) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to the City Representative via email or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Deadline.

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- 4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City Staff **will not be answered.** Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via email or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or emailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or email address to the City. No questions, submitted in any form, will be answered after the Final Bid for Inquiries listed on the cover of this RFP.
5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.
6. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
7. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.
8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall be licensed with the Arizona Corporation Commission to do business in Arizona. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.
9. Certification. By submitting a Proposal, the Vendor certifies:
- 9.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.
- 9.2 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and

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subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Manager, Department Heads, and other City Staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

- 9.3 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
- 9.4 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.
- 9.5 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

10. Award of Agreement.

- 10.1 Evaluation; Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFP. The Selection committee will create a final ranking of the Vendors based on its evaluation of (a) the Proposal, (b) information provided by references, and (c) criteria outlined in this RFP. If necessary, the Selection Committee may select three (3), but no more than five (5) finalists to be invited for oral interviews with the Selection Committee. The City will conduct oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the highest scoring Vendor from the final list.
- 10.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within the RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- 10.3 Form of Agreement. No contract is formed with the City upon the submittal of a Proposal in response to the RFP. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval will be required before a contract is formed between Vendor and City. The City reserves the right to terminate the selection process at any time.
- 10.4 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all Proposals or portions thereof and (c) reissue an RFP.
- 10.5 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

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11. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

**II. PROPOSAL FORM; SCORING**

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the selection requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3) of the highest ranked Vendors based upon the Proposal scoring.

**Section 1: General Information 5 pts**

- A. Introductory cover letter of two (2) pages maximum, as described in Section I, 2.3, which shall include the following:
- (i) A statement of interest for the project including a summary of the key points describing the client's unique qualifications pertaining to the project;
  - (ii) Availability of staff and assigned core team of professionals committed to the project;
  - (iii) Service area and specialties;
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Provide a general description of the Vendor that is proposing to provide the Services, including years in business, number of employees and annual revenue over the past three years.
- D. Vendor Information Form (may be attached as separate appendix).

**Section 2: Project Understanding and Approach 20 pts**

- A. Describe Vendor's approach to performing the required services in the Scope of Work described in the Professional Services Agreement in Exhibit C, including the following:
- (i) Exhibit complete understanding of the function, relationship, size, and significance of the General Plan and all of its required elements.



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- (ii) Demonstrate knowledge of the work required; public participation, planning profession, land use planning, mapping, and GIS.
- (iii) Logical Course of action to accomplish the City of Tolleson General Plan update.
- (iv) Identify any possible project opportunities.

**Section 3: General Qualifications and Capacity of the Vendor** **20 pts**

- A. Describe Vendor's background and experience in preparing planning-related documents and/or General Plans for other municipalities.
- B. Demonstrate capability on two (2) General Plan updates and two (2) other long-range planning-related projects. Provide information about projects including size, costs, and service-provided dates;
- C. Capacity of firm to accomplish the project with other ongoing projects and priorities and the capability to complete this project within the deadline/timeline (See Scope of Work Table contained in Exhibit C of the attached Professional Services Agreement);
- D. Consultant's office proximity to the site;
- E. Demonstrate capacity to work with City staff, committees, governmental bodies, community members, civic organizations and other professionals involved;
- F. Demonstrate the firm's fiscal soundness.

**Section 4: Key Personnel Experience** **10 pts**

- A. Provide a description of the organizational structure and staffing to be used for this project, including an organization chart. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- B. Identify the key individual that will be the main point of contact with the City.
- C. Attach a resume and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in the project. Resumes should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 5: References** **15 pts**

- A. Provide at least three (3) references from past clients/projects or related planning professionals. Preference will be given to references from Vendor's past clients.
- B. Each reference shall include, at a minimum, the following:
  - (i) Name of company or organization.
  - (ii) Contact name and title.
  - (iii) Contact address, telephone number and email address.
  - (iv) Name of project.
  - (v) Project website, if applicable.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

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**Section 6: Budget and Fee Schedule**

**20 pts**

- A. Provide a proposed budget and fee schedule in a sealed envelope along with the submittal.
- B. The proposed budget and fee schedule shall be based on the tasks listed in the Scope of Work Table contained in Exhibit C of the attached Professional Services Agreement.
- C. The proposed budget and fee schedule should include the cost of services, supplies, presentations, public meetings, staff, travel, etc.

The overall budget will be the basis for initial negotiations and contract award.

**Section 7: Quality Control**

**10 pts**

- A. Provide an outline of quality control and in-house procedures to coordinate the work of Vendor's consultants during each phase of the project. The outline should describe:
  - (i) Your system of compiling information; frequency of team meetings.
  - (ii) Method of documenting team meetings.
  - (iii) Procedures for distributing information to team members.
  - (iv) Procedures for verifying and guaranteeing that approved items are incorporated in the final project documents.
- B. Provide a statement as to how Vendor will manage the flow of information between members of the team, City staff, the public, the City's project manager and Vendor's consultants.

**Total Possible Points for Proposal Evaluation**

**100**

**III. ORAL INTERVIEWS; SCORING**

In the event that the City, in its sole discretion, determines that interviews should be conducted, three (3) to five (5) Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in the Services for this RFP.

**Oral Interview**

10	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
<u>45</u>	Proposed Services to be Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for Proposal plus Interview Evaluation**

**200**

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**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Service Agreement's terms and conditions, and if awarded the Agreement, agrees to be bound thereto.

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\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX#

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEB SITE

\_\_\_\_\_  
EMAIL ADDRESS

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES  
(check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the qualifications and certification

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**SAMPLE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2012, between the City of Tolleson, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, Project # "Project Name" (the "RFP"), attached hereto as Exhibit A, and incorporated herein by reference, seeking proposals (the "Proposal") from vendors for professional consulting services.

B. The Consultant submitted a Proposal in response to the RFP, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for \_\_\_\_\_ insert Project Description \_\_\_\_\_ (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until \_\_\_\_\_, 2012.

2. Scope of Work. Consultant shall provide the Services as set forth in \_\_\_\_\_ Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$\_\_\_\_\_.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below are construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and \_\_\_\_\_ will be adequate to protect Consultant. The City 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 Consultant from, nor be construed or deemed a \_\_\_\_\_ of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. 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, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with \_\_\_\_\_ evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of

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the insurance policies as evidence of coverage but such any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion of the Services and the City’s acceptance of the Consultant’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Consultant’s insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.
- (4) A 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.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired 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 ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees

SECTION B

shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, 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 subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO 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 the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt of written notice from the City. Upon



SECTION B

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termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, not the City, shall determine the time of its performance of the services provided under this Agreement so long as

SECTION B

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Consultant meets the requirements of its agreed Scope Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall all times during the performance of its duties under this ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

SECTION B

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14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Tolleson 9555 West Van Buren Street Tolleson, Arizona 85353 Facsimile: (623) 907-2629 Attn: Chris Hagen, City Clerk
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SECTION B

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With copy to: GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 254-4878  
Attn: Scott W. Ruby, Esq.

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or ( d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant and subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement.

SECTION B

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Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions entered into by others.

[SIGNATURES ON FOLLOWING PAGE]

SECTION B

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“City”**

CITY OF TOLLESON, an Arizona  
municipal corporation

\_\_\_\_\_   
Adolfo F. Gámez, Mayor

ATTEST:

\_\_\_\_\_   
Chris Hagen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_   
Scott W. Ruby, City Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by Adolfo F. Gámez, the Mayor of the CITY OF TOLLESON, an Arizona municipal corporation, on behalf of the City of Tolleson.

\_\_\_\_\_   
Notary Public in and for the State of Arizona

(affix notary seal here)



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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(RFP)

See following pages.



EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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(Proposal)

See following pages.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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(Scope of Work)

See following pages.

## City of Tolleson General Plan Update

### **Background**

The City of Tolleson is a six square mile, self-contained community of approximately 7,000 residents located just 10 miles west of downtown Phoenix. Once dependent on agriculture, Tolleson today is a thriving employment center that hosts several large commercial and industrial employers including PepsiCo, Sunland Beef, Kroger's, Albertson's, Home Depot, Staples, Sysco Food Systems and FreightLiner.

Tolleson's advantageous location just south of the I-10 and the interchange with Loop 101 has made it a prominent distribution hub for companies wishing to deliver products to Southwestern markets. The Union Pacific Railroad also runs through Tolleson, providing a number of industrial sites with rail access. Air transit is available at nearby Phoenix-Goodyear Municipal Airport and Phoenix Sky Harbor International Airport, located approximately 20 minutes away.

Tolleson's small size is also its competitive advantage. The nimble and flexible nature of its city processes and services creates an extremely development-friendly business environment that commands consideration.

### **Project Description**

The existing General Plan, a cooperative effort with Tolleson Citizens, Tolleson City Council, Tolleson Planning Commission and City Management/Consuming Team, was adopted December 13, 2005. The City of Tolleson General Plan requirements (ARS § 9-461.05) still reflect the majority of community needs and concerns. The dynamics of the community have transitioned only modestly since the General Plan's adoption; hence only minor modifications are anticipated. The current General Plan includes the following elements:

- Land Use
- Circulation
- Economic Development
- Community Facilities and Services
- Environmental Planning
- Open Space/Recreation
- Cost of Development
- Growth Area
- Water Resources

SECTION B

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Although an Energy and a Housing element are not explicitly required by state law, they shall also be included in the updated General Plan. The Energy element shall identify policies to encourage and provide incentives for efficient use of energy and an assessment that identifies policies and practices that provide for greater uses of renewable energy sources. The Housing element shall consider policies to encourage and provide housing which integrates into the City's current downtown revitalization efforts and a central business district zoning overlay district being advanced by other consultants currently under contract with the City.

**Scope of Work**

Since the adoption of the General Plan (2005), the community's vision for the city has not changed significantly. State law did not require the General Plan to be ratified by a vote of the citizens in 2005 due to the City's population size and limited population growth as measured between the 1990 and 2000 censuses. Adoption of a new General Plan, or re-adoption of the 2005 General Plan will, however, require voter ratification since the City has experienced greater than 2% annual rate of population growth between the two most recent censuses.

The City of Tolleson's goal is to coordinate with the residents, local businesses, employers, and other major stakeholders to create a vibrant community which is sustainable and encourages new growth, housing and employment opportunities. Ultimately, the City of Tolleson wants to encourage mixed-use development in a pedestrian friendly and diverse environment. To achieve this goal, the City of Tolleson will focus on updating the General Plan, all of its required elements per state law, address outdated information, statistics, data, goals and policies to encourage and reflect the diverse community concerns and needs through development that is consistent with a collective vision for the community.

Public participation is vital to the success of any plan. A successful applicant is expected to engage the public through various means such as public meetings, advisory committees, meeting with important public and private stakeholders, City Council Members, and Planning and Zoning Commission Members. City staff will work with the applicant to form a General Plan Advisory Committee (GPAC) to help facilitate the General Plan update process and identify important planning issues. The applicant is expected to conduct and facilitate two GPAC meetings, two public meetings, and one joint meeting with the City Council and Planning & Zoning Commission to gather feedback. The successful applicant must demonstrate the ability to work with municipal staff and have working knowledge of the governmental process to ensure project and ratification success.

The anticipated timeline for the City of Tolleson General Plan update is approximately one and one half (1.5 years). Ultimately, the updated City of Tolleson General Plan will be adopted and ratified by June 2014.

The following Scope of Work Table illustrates the major task components and acceptable time frames:

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Phase	Task	Year/Month											
		2012			2013						2014		
		Aug - Sept	Oct - Nov	Dec - Jan	Feb - Mar	Apr - May	Jun - Jul	Aug - Sept	Oct - Nov	Dec - Jan	Feb - Mar	Apr - May	
RFP	Request for Proposals	X											
Month 1-4	Contract Award	X											
Phase 1 Month 5-8	Research and Analysis		X										
	Re-evaluate General Plan Elements, Vision , Goals & Policies		X										
	Gather Feedback from all Stakeholders		X										
	Summary of Important Issues		X										
	Conduct 1 <sup>st</sup> GPAC Meeting			X									
	Phase Completion Report/Payment Request/Review & Approval Proposal			X									
Phase 2 Month 9-12	Creation of General Plan Maps and Data Layers				X								
	Alternatives Evaluation				X								
	Gather Feedback from all Stakeholders				X								
	Conduct 2 <sup>nd</sup> GPAC Meeting				X								
	Conduct 1 <sup>st</sup> Public Meeting					X							
	Prepare 1 <sup>st</sup> Draft					X							
	Phase Completion Report/Payment Request/Review & Approval of Proposal					X							
Phase 3 Month 13-16	Gather Feedback from all Stakeholders					X							
	Conduct 2 <sup>nd</sup> Public Meeting					X							
	Prepare 2 <sup>nd</sup> Draft						X						
	Phase Completion Report/Payment Request/Review & Approval of Proposal						X						
Phase 4 Month 17-20	Final Draft							X					
	November 2013 – Planning & Zoning Commission							X					
	December 2013 – Town Council								X				
	Phase Completion Report/Payment Request/Review & Approval of Proposal								X				
Vote Month 21-24	February 2014 - Ballot									X			
	March 2014 – General Election									X			
	General Plan Adoption and Ratification										X		
	Closeout											X	

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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(Fee Proposal)

See following pages.