Lake Havasu City

Notice of Request for Proposals (RFP)

RFP# P20-ASD-500062

Utility Rate Study

RFP CLOSING DATE: June 24, 2020
TIME: 3:00 p.m., Arizona Time

Pre-Proposal Conference: None

RFP Packets may be downloaded at:
https://www.lhcaz.gov/budget-and-finance/bids-rfpsor
through Onvia DemandStar at
https://www.demandstar.com/beta/buyers/bids/37617

Lake Havasu City Hall
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403
Issue Date: May 22, 2020

RFP NO.: **P20-ASD-500062**

Utility Rate Study

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SECTION A – PUBLIC NOTICE

Lake Havasu City, Arizona

RFP NO.: P20-ASD-500062 RFP CLOSING DATE: June 24, 2020

RFP TITLE: Utility Rate Study

RFP DESCRIPTION: Lake Havasu City seeks to procure a consultant services for a utility rate study from qualified firms for water and wastewater services in and near the City.

RFP NOTICE: Notice is hereby given that sealed proposals must be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City**, **Arizona, 86403** before **3:00 p.m. Arizona Time on June 24, 2020.** All proposals received in proper form will be publicly opened, through virtual technology, and read aloud on the same day at 3:00 p.m., City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403.

Until further notice, all public openings held virtually may be attended by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:
https://bluejeans.com/2330864044?src=calendarLink
Phone Dial-in
+1.408.740.7256 (US (San Jose))
+1.888.240.2560 (US Toll Free)
Meeting ID: 233 086 4044

Lake Havasu City may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals if Lake Havasu City finds it is in the public interest to do so.

Pre-Proposal Conference (Non-Mandatory): None

There is not an expressed or implied obligation for Lake Havasu City to reimburse responding individuals or firms for any expenses incurred in preparing proposals in response to this request.

RFP documents, specifications, and addenda may be obtained in the following locations:
Lake Havasu City Website: https://www.lhcaz.gov/budget-and-finance/bids-rfps
Onvia DemandStar: https://www.demandstar.com/beta/buyers/bids/37617

Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publish: **May 22, 2020 and May 29, 2020** ***[TODAY'S NEWS HERALD]***
May 28, 2020 and June 4, 2020 ***[ARIZONA BUSINESS GAZETTE]***

SECTION B – INTENT TO RESPOND NOTIFICATION

RFP NO.: P20-ASD-500062

RFP TITLE: Utility Rate Study

CLOSING DATE & TIME: June 24, 2020 at 3:00 p.m. Arizona Time

LETTER OF INTENT TO RESPOND

This is to notify that it is our present intent to submit a proposal in response to the above referenced RFP.

The individual to whom all information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: Fax Number: _____

E-Mail Address: _____

Submit this Letter of Intent by the deadline for requests for clarification and protests which is to be electronically received by **June 17, 2020, 4:00 p.m., Arizona Time**.

Letter of Intent to Bid
RFP No.: P20-ASD-500062
Lake Havasu City
Administrative Services Department
Attn: Lynette Singleton, Procurement Official
Email to: purchasing@lhcaz.gov

SECTION C – INSTRUCTIONS TO PROPOSER

1.0 IMPORTANT DATES SUMMARY

IMPORTANT DATES (Dates may be subject to change.)	
ACTIVITY (All times are in Arizona time.)	**DATE**
RFP Release/Advertisement	May 22, 2020
Submittal of Written Questions (4:00 p.m. AZ time)	June 17, 2020
Proposal Must Be Submitted by (3:00 p.m. AZ time)	June 24, 2020

2.0 SOLICITATION

Lake Havasu City (City) is seeking a consultant to conduct a detailed utility rate study for water and wastewater services provided by the City. The requested consultant services are expected to calculate full actual cost of these services and advise the City regarding the development of reasonable water and wastewater rates to support operations and maintenance, capital projects expenditures, debt service and provide a structure for serving fund balance and identifying the reserve components within the fund balance.

Rates are planned for future years and must provide equitable base water meter and usage fees, base sewer fee, calculation method to bill sewer based on water usage, deposit fees, connection fee (tapping) and service fees to initiate service.

Consultant provides the City with rate structure options that best promotes the conservation of our water resources, with consideration for the financial health of the water and wastewater funds.

City staff and Council uses this information to make informed decisions about the cost of the service and set fees in order to continue to meet the needs of the community.

3.0 BACKGROUND INFORMATION

Established in 1963 by Robert P. McCulloch, Sr. as a planned community Lake Havasu City is located in Mohave County on the eastern shore of Lake Havasu on the Colorado River boarder of California and Arizona.

Lake Havasu City owns and operates water and wastewater utilities serving the residents and businesses of Lake Havasu City and surrounding areas outside the Irrigation and Drainage District (IDD). The Water Subdivision maintains and operates a water treatment plant, approximately 500 miles of water lines, fifteen booster stations, twenty-six storage tanks and is also responsible for reading and servicing 32,441 water meters. The Wastewater Subdivision is responsible for maintaining 27,885 sewer users and 353 miles of gravity sewer line and twenty-five miles of force main. There are a total of forty-nine sewer pump stations and three wastewater treatment plants within the City.

The City uses an Irrigation and Drainage District (IDD), formed in 1963, to fund approximately $5.5 million per year for operations and debt service related to water services, based on a property tax rate of $268 per acre. The IDD is set to expire in 2022, resulting in a significant financial hit to the City's water fund.

4.0 MINIMUM QUALIFICATIONS

Proposers are expected to have a minimum of 10 years of relevant and documented experience in developing a rate structure for water and wastewater.

Documentation provided by the proposer to demonstrate the required years of relevant work experience must clearly indicate the project name, client, locations, budget, and completion date. Indicate whether the project was completed on schedule, within budget, and please indicate and describe the circumstances. Include any project problems encountered and solutions to those problems which were developed by the project team. If a proposer fails to meet these minimum qualifications in their proposal, the proposal shall be disqualified and will not be evaluated.

5.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP

The successful proposer is required to enter into a contract with the City to provide a utility rate study. The terms of that contract shall be commercially reasonable and is negotiated in connection with the agreement once a decision has been reached on the winning proposal.

7.0 QUESTIONS

All questions that arise relating to this RFP shall be directed in writing to **purchasing@lhcaz.gov**. To be considered, written inquiries shall be received at the above-referenced email address by June 17, 2020, 4:00 p.m., Arizona time. Inquiries received will then be answered in an Addendum to the RFP. **Verbal Requests for clarifications or interpretations will not be accepted.** The City may not address questions received after this deadline.

8.0 PROPOSAL FORMAT

The Proposal shall be a maximum of **thirty (30)** pages to address the Proposal criteria (excluding resumes and the required Forms, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. A cover, a back, a 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 minimum allowable font for the Proposal is **11 pt.** although tables, charts, graphs and other diagrams may be smaller if legible. Failure to adhere to the page limit and font size may result in the Proposal being considered non-responsive.

The proposer shall provide a copy of the most recent report produced by the consulting firm from a water cost of service and rate study for a water agency and wastewater cost of service rate study for a wastewater agency. These reports shall be submitted in electronic form only and does not count towards the thirty (30) page maximum limitation.

9.0 PROPOSAL DELIVERY

At least one (1) signed original proposal, together with six (6) copies and one (1) electronic copy (in PDF format on a CD or thumb drive) of the proposal, must be submitted. Submittals must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403, and received no later than **June 24, 2020, 3:00 p.m., Arizona time**. Late submittals will not be considered under any circumstances. Submittals must be in a sealed envelope with the RFP Number and the Proposer's name and address clearly indicated on the envelope. RFP documents are available on Lake Havasu City's website at www.lhcaz.gov .

For technical information, please contact Anthony Kozlowski, Assistant to the City Manager at KozlowskiA@lhcaz.gov with a copy to Purchasiing@lhcaz.gov. All questions that arise relating to this RFP shall be directed in writing to Purchasing@lhcaz.gov by the Questions deadline above identified.

Proposals are opened immediately after 3:00 p.m. (Arizona time) on June 24, 2020 at Lake Havasu City Hall, Room 109, located at 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403.

10.0 PROPOSAL REQUIREMENTS

Proposals should clearly indicate a full understanding of financial and planning tools for municipalities, as well as an understanding of all legal requirements for municipalities, as related to this project.

Proposers are expected to provide the required services at a fair and reasonable compensation. For such compensation, the service provider is expected to provide part or all the following services.

Each firm(s) or individual(s) assigned to conduct the duties resulting from this RFP process shall meet the following minimum requirements:

- Firm(s) or individual(s) submitting proposals shall be able to report to orally and/or in writing and/or make presentations to City Staff and City Council as requested by the City Manager.

- Firm(s) or individual(s) shall provide a detailed schedule that incorporates the target dates and deliverables.

- Firm(s) or individual(s) shall provide all workplace, personnel, equipment and supplies necessary to complete professional services set for in the scope of work.

- Respondent to the RFP is and will be at all times during the term of this agreement an independent contractor and not an employee of the City. As such the contractor is responsible for all taxes and insurance as required.

- Firm(s) or individual(s) shall demonstrate professional conduct at all times.

- Firm(s) or individual(s) shall demonstrate compliance with all state and local laws, including obtaining training and certifications as required by law throughout the term of the contract.

- Firm(s) or individual(s) must be able to provide documentation of insurance coverage as requested. Insurance coverage will include as appropriate, automobile liability, commercial general liability, workers compensation, and professional liability. Professional liability insurance shall be with limits no less than $1,000,000 per claim and $2,000,000 policy aggregate limit. Respondents to this RFP agree to maintain appropriate insurance coverage throughout the contract period.

- Firm(s) or individual(s) must provide at least three (3) professional references from other cities or towns or other appropriate related experiences. The reference list shall include current clients which have been provided within the past three (3) years and shall provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference checks.

The proposal must acknowledge that the proposer is required to assume any costs required to comply with all environmental regulations.

The proposal must identify all aspects of the proposed conditions contained in the proposed document.

11.0 CITY RESPONSIBILITIES

Upon awarding the contract, to assist the consultant, the City can make the following information available:

- Documentation and commentary regarding current assets.
- Detailed information regarding its operations, locations, facilities, etc.
- Customer data, billing and usage information
- Planning information regarding potential growth/demand.
- Any other data deemed necessary and that the City has available.

12.0 PROPOSAL TERMS

The terms of the proposal shall be commercially reasonable and are negotiated in connection with the operations agreement. Proposals must include the following terms:

1. **Terms of Payment.** Proposer shall indicate terms of payment where indicated in the RFP documents and any discounts proposed for early payment. For purposes of comparing discounts in RFPs, the City shall only consider discounts that allow a minimum of twenty (20) days for payment. Discount period will start from the date of receipt or current invoice, whichever is later, to the date the City's payment is mailed. Unless other charges are itemized, any discount provided are taken on full amount of invoice. Payments shall comply with the requirements of A.R.S. § 35-342.

   Discount terms of payment are _____% _____ days / net ____ days.

13.0 EVALUATION

Lake Havasu City reviews and scores the proposals based on the following criteria:

1. **Qualifications** – Up to 25 points for qualifications count in the rankings and are scored as follows:
   a. Up to 10 points for firm's qualification summary, key personnel resume and qualifications 5 points for minimum years of experience plus one point for every two years of experience above 10 years.
2. **Proposal Values** – Up to 40 points based on the proposed value of the project approach and schedule.
3. **Proposal Pricing**– Up to 15 points for a detailed price proposal breakdown providing an hourly rate schedule and all travel related expenses.
4. **References**– Up to 20 points based on the quality of the Proposer's other presentation materials.

Selected Proposal will have the highest score averaged from the scores of the reviewers, with 100 points being the maximum possible individual score.

14.0 ORAL INTERVIEWS: SCORING

The City may, or may not, host oral interviews for the purpose of rating proposals. Proposing firms selected for oral interviews are invited to participate in discussions with the Selection Committee at such date as announced by the City and awarded points based upon the criteria as outlined below.

Proposing firms may be given additional information for these oral interviews. These discussions relate less to the past experience and qualifications already detailed in the Proposals and more to (i) identifying the Proposing firm's or individual's program approach and to an appraisal of the people who are directly involved in the Services for this RFP, and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's proposed method of performance and the relative utility of alternate methods of approach.

Oral Interview

General Information – up to 10 points

Experience and Qualifications – up to 30 points

Key Positions – up to 20 points

Proposal Value and Terms – up to 40 points

Total Possible Points for Oral Interview – up to 100

Total Points Possible for Proposal: 200

15.0 AWARD

Award Recommendations are posted on the Lake Havasu City Website at https://www.lhcaz.gov/budget-and-finance/bids-rfps. A file is available for all proposers

and the public for review, consisting of this RFP, all accepted proposals, scoring document, memorandum to the City Council, advertising documents, and Conference attendance sheets.

The agreement is negotiated by City staff and the resulting contract is taken to the City Council for their consideration.

16.0 RIGHT TO DISQUALIFY

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein, provides materially inaccurate or misleading information or data, or if an apparent conflict of interest is disclosed by the proposals submitted or any other data available to the City.

17.0 CITY'S RESERVATION OF RIGHTS

In connection with the issuance of this RFP, the City reserves and may, in its sole discretion, exercise any one or more of the following rights and options that Proposers hereby agree to by submitting a Proposal to the RFP:

1. To reject any and all Proposals and to reissue this RFP at any time;
2. To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
3. To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional Proposals or for any other reason the City determines to be in the best interest of the City;
4. To extend this RFP in order to allow for time to obtain additional Proposals prior to the RFP's Proposal deadline, or for any other reason the City determines to be in the best interest of the City;
5. To supplement, amend, substitute or otherwise modify or amend this RFP at any time;
6. To cancel this RFP at any time;
7. To wave any defect of deficiency in any proposal;
8. To enter into negotiations with any one or more Proposers regarding the terms of their proposals; and
9. To enter into simultaneous, competitive negotiations with multiple Proposers.

18.0 PREPARATION COSTS

Under no circumstances is the City responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

19.0 PROPOSER CERTIFICATION

By submitting a proposal, each Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any Proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and 1-502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to

complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

20.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER

By submitting a proposal, the Proposer and each member of the development team certifies that they have not employed nor retained any person or company, other than a member of the development team or a bona fide employee working solely for the Proposer or any member of the development team, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the Proposer or any member of its development team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. The Proposer certifies submission of the Proposal did not involve collusion or other anti-competitive practices.

21.0 NO GRATUITY

Proposer certifies 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 Proposer's employees, representatives, agents, lobbyists, attorneys and 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 Mayor, City Council, City Manager, Department Directors and other City staff. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

22.0 APPLICABLE LAW

Any and all disputes arising under this RFP and any resulting contract shall be governed according to the laws of the State of Arizona, and the Proposer shall agree that the venue for any such action brought to enforce provisions of the contract shall be in the State of Arizona.

23.0 COMPLIANCE WITH LAWS

Proposers agree to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances.

24.0 ADDITIONAL TERMS AND CONDITIONS

By issuing this RFP, the City shall not create any contractual rights or obligations by and between the City and any person or entity responding hereto.

25.0 FAIR TRADE CERTIFICATIONS

By submitting a Proposal, the Proposer certifies:

1) Independent Prices. The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone.

2) No Disclosure. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening.

3) Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

EXHIBIT 1
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 500062
STATEMENT OF WORK

Firm(s) or individual(s) shall demonstrate the ability to provide the following documentation for the utility rate study.

Review existing water and wastewater plans and models to become familiar with anticipated Capital Project (CIP) needs. The proposed plan should consider the future 5-10 year needs of the system.

Review presentation from our bond advisor related to our options for replacing the IDD revenue stream which goes away beginning July 1, 2022.

Review the current wastewater treatment systems in order to determine existing and future capacity needs.

Project Objectives

Revenue Adequacy and Stability

The firm(s) or individual(s) shall asses the ability of the revenue stream generated by the recommended rate structure to continue to fully fund water and sewer system costs without future ongoing funding from the Irrigation and Drainage District (IDD). The proposed assessment shall include a sensitivity analysis where the long-term revenue generated shall be illustrated.

Simple and Easy to Understand

Propose rates and changes that are simple to use, convenient, understandable, economic to implement and maintain, and are publically acceptable.

Provide documentation of any needed adjustments to the current utility bill layouts and how it could better identify actual costs of providing water and sewer services.

Review current billing categories for all costumers and identify any needed adjustments.

Rate Design Principles

Propose rate and changes that conform to generally accepted ratemaking principles recognized and reinforced by public policy, rules, regulations and state law.

Identify an incentive based conservation structure for both water and wastewater.

Project Tasks

Review all documentation supporting the current rate structures for supplying potable water to all customers within the service area.

Review all documentation supporting the current rate structures for wastewater collection and treatment from costumers.

Confirm study objectives. Discuss financial and operational information received prior to the meeting and identify additional information needed to complete the study. Identify trends, forecast assumptions and relevant policies.

The firm(s) or individual(s) will consider information from our bond advisor related to our options for replacing the IDD revenue stream which goes away beginning July 1, 2022. Consultant will show models that include a property tax (whether general or district) and/or an increase in rates to cover our costs.

The firm(s) or individual(s) shall provide any and all modifications to the City Code, if needed, to address water and wastewater rates and fee issues.

Cost of Service Rate Model

- Review existing documentation including rate alternative.
- Conduct interviews with City Staff and identify concerns with existing cost allocation and rate design.
- Propose rate alternatives to produce adequate revenue, equitable recover costs of service across classes of customers, and comply with City policies, or other legal requirements.
- Consider additional rate design scenarios such as drought management and seasonal demand rates.
- Facilitate cost of service rate models workshop with City Staff to identify recommended rate designs.
- Work with City Staff to develop or update existing cost of service rate model.

Financial Plan Model Update

- Review capital improvement plan program for completeness.
- Evaluate customer growth and usage characteristics by customer class and meter size.
- Validate revenue requirements sufficiency under current and proposed rates on a customer class and meter size.
- Conduct analysis to ensure compliance with existing debt covenants and financial requirements associated with existing and projected bond obligations and other debt instruments.
- Research and discuss industry trends regarding the level of debt financing and operating reserves to assist the City in further clarifying related financial policies.
- Develop a long-term rate structure implementation plan.

Study Report and Meetings

- Prepare draft and final report and models and present study findings to City staff.
- Draft final report and model for City staff review.
- Issue final report and final models.
- Present final report and final models to the City Council.

Projected Deliverables

- A completed Water Cost of Service Study Report.
- Proposed rates.
- Recommended additions and enhancements to the current rate change and methodology.
- Cost of Service Rate Model document the findings and recommendations.
- A cost of Service manual with documentation that clearly identifies procedures necessary to prepare updates of the Cost of Service Rate Model using the proposed methodology.
- Provide staff with all needed training.
- Presentations, as necessary to City staff, management, external stakeholders and City Council.

EXHIBIT 2
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 500062
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:**

Workers Compensation **insurance in compliance with A.R.S. Title 23, Chapter 6, together with Employer's Liability insurance with coverage limits of not less than $1,000,000 must be included, unless exempt.**

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, add and attach an Exhibit in lieu of Certificate.

Professional Liability insurance with a combined single limit of not less than ☒ $1,000,000, ☐ $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ $1,000,000, ☒ $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☒ Required by City ☐ Not required by City

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than ☒ $1,000,000,

☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ $1,000,000,

☒ $2,000,000. This insurance must include contractual liability coverage.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☒ $1,000,000,

☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

☒ Required by City ☐ Not required by City, if use of the vehicle is not required as part of the service provided the City.

Coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Contract.

Contractor shall furnish a Certificate of Insurance to the City with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) working days** written notice from the Contractor's insurer to the City. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the City.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this section.

Additional Insureds. For commercial general liability and automobile liability insurance policies, the Insurance Certificate shall also provide that "**Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract**." If requested, complete copies of insurance policies shall be provided to the City.

Completed by: _____

Contract Originator

****Note to Contract Originator**: For certain types of contracts additional insurance may be required. Contact Risk Management Manager.

ACORD™	EXHIBIT 3 - CERTIFICATE OF LIABILITY INSURANCE	Date(MM/DD/YYYY)

PRODUCER:	THIS CERTICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	**NAIC #**
	INSURER A:	
INSURED:	INSURER B:	
	INSURER C:	
	INSURER D:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMGE TO RENTED PREMISES (Each occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS – COMP/OP AGG	$
		POLICY PROJECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below:				E.L. DISEASE –EA EMPLOYEE	$
						E.L. DISEASE –POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL INSURED: Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract.

CERTIFICATE HOLDER	CANCELLATION
LAKE HAVASU CITY CITY ATTORNEY, CONTRACTS SPECIALIST 2330 MCCULLOCH BLVD. N. LAKE HAVASU CITY, AZ 86403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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EXHIBIT 4
LAKE HAVASU CITY SERVICES PROFESSIONAL CONTRACT
CONTRACT NO.: 500062
CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
____ Corporation _____ Limited Liability Company _____ Partnership _____ Non-Profit Corporation authorized to do business in the State of Arizona

_____
Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under A.R.S. Title 23, Chapter 6, Contractor has registered as required by law, **and**

2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**

4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

____ C. My business telephone listing is separate from my personal residence telephone listing.

____ D. I perform labor or services only under written contracts.

____ E. Each year I perform labor or services for at least two different persons or entities.

____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

_____ _____
Contractor Signature Date