PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), effective [DATE], is made between [FIRM NAME] **("Consultant")** doing business at [FIRM ADDRESS] and the CITY OF PAGE, DBA PAGE UTILITY ENTERPRISES **("PUE")** doing business at 640 Haul Road, Page, AZ 86040.

WHEREAS, the Consultant provided a technical proposal dated [DATE], to PUE to provide environmental and design services for the Intake and Pipeline Project – as further described in Section 1. below.

WHEREAS, upon review of the proposal and further discussion by the PUE Board at its regular meeting on [DATE], the PUE Board unanimously recommended to move forward with the Agreement with the Consultant for execution of the professional services – as further described in Section 1. below.

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

1. SERVICES

1.1 Consultant shall perform the services set forth in the Scope of Services **("Services")** attached as **Exhibit A**. PUE shall not be liable for any services performed by Consultant under this Agreement other than those set forth in Exhibit A. Any unauthorized services are performed at the sole risk and expense of Consultant.

1.2 PUE may request, with or without cause, the immediate removal of any Consultant personnel involved with performance of this Agreement. In such event, Consultant shall immediately replace the individual(s) or lower-tiered subcontractors with personnel of like, or higher, expertise and experience and that is reasonably acceptable to PUE.

2. STANDARD OF PERFORMANCE

2.1 Consultant shall perform Services in accordance with the standard of care and skill ordinarily exercised by members of same profession or industry.

2.2 Services shall be subject to review, inspection and acceptance by PUE. Such review, inspection and acceptance, or failure to do so, shall not relieve the Consultant of its obligations under this Agreement. Consultant shall, at its sole expense, promptly replace, correct, or re-perform any Services, or that of its lower-tiered subcontractors, that do not comply with the standard of care referenced in Section 2.1. No acceptance or payment by PUE shall constitute a waiver of this provision or limit any warranties implied by law.

3. COMPENSATION

3.1 Consultant shall be paid for Services on a time and materials basis in the amount and manner provided in the Schedule of Fees, reflected by the cost breakdown attached as **Exhibit B**.

3.2 Unless otherwise agreed on or before the 1st day of each month, Consultant shall submit monthly invoices in a form acceptable to PUE for Services performed and accepted in the prior calendar month. All undisputed invoices will be paid by PUE within thirty (30) days of

receipt of invoice(s) from the Consultant. In the event of delay or non-payment by the PUE, the Consultant may add interest surcharges if good faith efforts to process payments are not made by PUE.

3.3 Invoices shall be submitted either in writing or electronically to the following PUE contact:

Donna Roberts, Executive Secretary / Office Manager
Page Utility Enterprises
P.O. Box 1955 - 640 Haul Road
Page, AZ 86040
Email: donna@pageutility.com

3.4 Payment to the Consultant shall not be deemed acceptance of the Services and is subject to adjustment for any portion of the Services that must be corrected or re-performed under Section 2.2. PUE shall be entitled to withhold such amounts as are necessary, at the sole discretion of the PUE, to correct any portion of the Services which was not in compliance with the standard of care.

4. TIME OF PERFORMANCE

4.1 Time is of the essence regarding the performance of Services. Consultant shall expeditiously perform the Services to meet the timing set forth in the Schedule of Services attached as **Exhibit C**.

5. AMENDMENTS

5.1 PUE may, from time to time, order modifications or changes to the Services by written amendments ("Amendment"). Prior to the commencement of any Amendment, Consultant shall notify PUE of any requested equitable adjustment in Compensation or Schedule and provide justification for such adjustment. PUE takes no responsibly for any change to Compensation or Schedule unless agreed to in writing.

5.2 Consultant shall not withhold any Services that are required to maintain regulatory compliance, certification or are otherwise deemed by PUE to be critical to its operations.

5.3 Failure of the Consultant to comply with the requirements of this Section shall constitute a waiver by Consultant of any claim to any adjustment to Compensation or Schedule under this Agreement.

6. SUSPENSION AND TERMINATION

6.1 PUE may, upon written notice with or without cause, formally suspend Consultant's performance under this Agreement at any time for a period up to sixty (60) days. In such event, Consultant shall immediately stop all performance and not resume until notified in writing by PUE. If PUE has not notified Consultant to resume Services after sixty (60) days, then this Agreement may be deemed terminated for convenience at the sole discretion of the PUE, as described in Section 6.2 below.

6.2 PUE may terminate this Agreement, in whole or in part, upon written notice for its convenience at any time.

6.3 In the event of a suspension or termination for convenience under Sections 6.1 or 6.2, Consultant shall be compensated for all Services satisfactorily performed prior to the date of such suspension or termination.

6.4 In the event of a termination for any reason whatsoever, Consultant shall promptly deliver, in a form reasonably requested by PUE, any reports, designs, surveys, data, project files, or other deliverables created in the performance of this Agreement to PUE.

7. CLIENT COMMUNICATION

7.1 Consultant's staff are permitted to communicate with the PUE via teleconference, virtual meeting, or onsite interactions depending on the nature of the assignments.

8. HEALTH AND SAFETY

8.1 Consultant shall be responsible for the activities of all its own employees and those for whom Consultant is legally responsible when at PUE's location with respect to health and safety. Consultant shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, accident prevention, and safety equipment and practices.

9. COMPLIANCE WITH LAWS

9.1 Consultant agrees to comply with all applicable local, municipal, provincial, state, and federal laws, statutes, ordinances, rules, regulations and orders pertaining to the Services.

10. RELATIONSHIP OF THE PARTIES

10.1 Nothing in this Agreement will be construed to create any partnership, agency, joint venture, alliance or consortium, and neither party shall have the authority to bind the other. Consultant, and all personnel provided under this Agreement, are independent contractors and not employees or agents of PUE. Consultant shall be solely responsible for all matters relating to compensation and benefits for all of Consultant's personnel or subcontractors who perform Services.

11. CONFIDENTIALITY

11.1 PUE may disclose confidential or proprietary information **("Confidential Information")** to Consultant in the performance of this Agreement. "Confidential Information" means any and all information, whether in oral, written, graphic or electronic form, provided to Consultant, including but not limited to, drawings, designs, specifications, technical data, sketches, blueprints, plans, models, know-how, processes, algorithms, software documents, source code, object code, financial and marketing information, any third party proprietary information rightfully held and disclosed by PUE, or information that by its nature or circumstances surrounding its disclosure should be reasonably regarded as confidential. Confidential Information does not include information which can be shown by Consultant as (a) already known or in its possession without an obligation of confidentiality prior to the execution of this Agreement, (b) rightfully furnished to the Consultant by a third party without a breach of any legal or contractual obligation, (c) that is or becomes publicly available without breach of this Agreement, or (d) independently developed by the Consultant without reliance on the Confidential Information.

11.2 Consultant agrees to (a) hold Confidential Information in the strictest confidence and take reasonable care to protect such Confidential Information from unauthorized disclosure; (b) limit disclosure of Confidential Information to its employees, officers, directors, on a need-to-know basis for purposes of this Agreement, and (c) not to disclose the Confidential Information to any third party without the prior written consent of PUE. The obligation by Consultant to protect Confidential Information shall survive the termination of this Agreement.

12. INTELLECTUAL PROPERTY

12.1 All right, title and interest in and to any proposal, plan, drawing, specification, technical data, design, computer program, report or other information ("Data") produced by the Consultant, whether in tangible or intangible form, in the performance of this Agreement shall be the sole and exclusive property of the PUE and shall be delivered to the PUE upon request or at the completion of Services. The Consultant may retain an archival copy of the Data solely for its record keeping purposes. PUE must first approve in writing any publication of Data.

12.2 The Consultant shall indemnify, defend and hold PUE harmless against all claims, suits, liability and expense alleging infringement of any patent, copyright, trademark or other intellectual property right resulting from or arising in connection with performance of this Agreement. If use of the Services is impacted, the Consultant shall, in PUE's sole discretion, either obtain the right for PUE to use the Services or modify the Services to avoid any allegation of infringement.

13. INSURANCE

13.1 **Exhibit D** provides Consultant's required insurance limits and proof of coverage.

13.2 Without limiting any of its obligations, indemnities, or liabilities, Consultant shall maintain at all times during the course of the Project the same minimum levels of insurance coverage at its own expense as required of the PUE, including professional liability coverage for errors and omissions.

13.3 Thirty (30) days written notice shall be given by the insurer to the PUE of any cancellation, termination or material change in coverage of any policy required above. All deducible amounts and premiums paid under such insurance shall be the sole responsibility of the Consultant.

13.4 Consultant must provide certificates of insurance evidencing the requirements of this Section prior to commencing Services. All insurance certificates shall be in a form satisfactory to PUE. Consultant shall ensure any lower-tier subcontractors used in the performance of the Services meet all requirements set forth in this Section.

14. INDEMNITY

14.1 Notwithstanding any other provision of this Agreement, to the fullest extent allowable by law, the Consultant shall indemnify and hold PUE harmless from and against any and all liability, claims, demands, damages, fees, fines, expenses, and costs of every kind and nature ("Claim"), arising from PUE's negligent acts, errors or omissions including but not limited to, the injury or death of all persons (including employees or representatives of the

PUE, Client, and Consultant) and any damage, destruction or loss, consequential or otherwise, of all property, real or personal (including the property of the PUE, Consultant, Client and Owner).

15. FORCE MAJURE

15.1 Neither party shall be liable to the other for any loss, damage, delay in the Services or nonperformance of any provision of this Agreement if caused by war, riot, natural disaster, fire, flood, embargo, epidemic, quarantine, strikes, act or order of any competent civil or military authority or any other cause beyond the reasonable control of a party and which by the exercise of due diligence could not be avoided or reasonably circumvented through use of alternate sources, work-around plans or other means.

16. DISPUTE RESOLUTION

16.1 Any dispute **("Dispute")** between the parties shall be referred to their respective senior executives within fifteen (15) days, who shall have authority to settle the Dispute. Notwithstanding the Dispute, the Consultant shall continue to perform Services and its obligations under this Agreement, unless the PUE terminates or otherwise suspends performance under this Agreement.

16.2 If the Dispute is not resolved within thirty (30) days, either party shall have the right to pursue any legal remedy. In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs and expenses, including attorney's fees, as may be set by the court or the actual costs incurred by the prevailing party if the dispute does not reach final judgment.

17. CODE OF ETHICS

17.1 Consultant shall maintain the business practice standards of the PUE at all times, uphold the reputation of the PUE and not cause any damage to PUE. Consultant shall not, directly or indirectly, offer, give, or agree to give, any gift or consideration of any kind, to any director, officer, employee, or agent of PUE, or any private or public entity in connection with performance of the Services.

18. NOTICE

18.1 Each party shall designate in writing an authorized representative to receive communications on any matter arising out of this Agreement. A party may at any time change its authorized representative by giving notice to the other party. Unless otherwise provided in this Agreement, any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the Postal Service as registered or certified mail, postage prepaid, and addressed to the individuals set forth below:

If to Consultant:	If to PUE:
[CONSULTANT CONTACT]	Bryan Hill

[FIRM NAME]
[FIRM ADDRESS]
[CITY,STATE, ZIPCODE]

Page Utility Enterprises
640 Haul Road
Page, AZ 86040

19. GENERAL PROVISIONS

19.1 Governing Law. Unless otherwise specified in the Prime Agreement or prohibited by law, the validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Arizona.

19.2 Assignment and Subcontracting. Consultant agrees not to sell or assign, or in any other manner transfer any interest under this Agreement or any monies due without the prior written consent of the PUE. The Consultant shall not subcontract the Services, in whole or in part, without the prior written consent of the PUE. Any approved lower-tired subcontractors shall agree to be bound by terms and conditions no less stringent than those provided in this Agreement.

19.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the PUE and Consultant and their respective successors and permitted assignees.

19.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

19.5 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by PUE and Consultant. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action or forbearance taken by either party shall be construed to constitute a waiver of any right or remedy by that party of a breach, or any subsequent breach, of any provision of this Agreement.

19.6 Venue, Jurisdiction and Process. Unless otherwise specified in the Agreement or prohibited by law, the parties agree that any legal proceeding arising out of this Agreement, shall be instituted in the State of Arizona and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any jurisdiction.

19.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

19.8 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

19.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

20. FEDERAL PROVISIONS

20.1 Good Faith Efforts for Contracting Disadvantaged Business Enterprises (DBE's) –

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, require the prime contractor to take the steps outlined in the section 19.10 items above.

20.2 Disbarment and Suspension (E.O. 12549/12689)

- Certification: The Consultant/Contractor certifies, by signing the resulting Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any covered federal transaction by any Federal department or agency.
- Compliance: The Consultant/Contractor agrees to maintain compliance with these requirements for the duration of this award and all subcontracts, as implemented by Office of Management & Budget (OMB) guidance at 2 CFR Part 180 and related Executive Orders.
- Prohibition: The Consultant/Contractor understands that a contract award shall not be made to parties listed on the governmentwide exclusions list, and that any debarment or suspension action by one agency has a government-wide effect.
- Consequences: The Consultant/Contractor acknowledges that failure to comply with these provisions may result in contract termination, suspension of funds, or other remedies as provided by law or this Agreement.

20.3 Nonsegregated Facilities (41 C.F.R. Part 60-1.8)

Bidders and offerors are cautioned as follows:

- By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation.
- The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.
- The certification also provides that he will not maintain such segregated facilities.

20.4 Termination (23 C.F.R. Part 635.125)
All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement.

21. SIGNATURES

Executed as of the Effective Date stated herein above:

CONSULTANT:	**PUE:**
[FIRM NAME]	Page Utility Enterprises
_____	_____
By: __[PRINTED NAME]_____	By: Bryan Hill
Title: _[PRINTED TITLE]_____	Title: General Manager

Exhibits:

A – Scope of Services

B – Schedule of Fees

C – Schedule of Services

D – Insurance Documentation

EXHIBIT A

SCOPE OF SERVICES

Collectively, the following documents shall make up the Scope of Services.

1. "*Request for Qualifications from PUE for* ***Intake and Pipeline Project - Environmental and Design Services***" dated _____. (See attached)

2. "*Statement of Qualifications from [CONSULTANT]*" dated _____. (See attached)

3. And any applicable provisions from the Agreement dated _____.

EXHIBIT B

SCHEDULE OF FEES

For the Scope of Services outlined in Exhibit A, the CONSULTANT has proposed a total compensation breakdown of $_____ which is proposed to be delivered on a time and materials as outlined in tasks below. Additional estimated direct costs will be described as "Reimbursable Expenses." Sections of Exhibit A outline the individual task breakdowns, which are provided below for reference:

Task 1: [DESCRIPTION]	
A. *Subtask description…* [Est. Time: _ hours] =	$0
B. *Subtask description…* [Est. Time: _ hours] =	$0
C. *Subtask description…* [Est. Time: _ hours] =	$0
Sub Total for Task 1	$0
Task 2: [DESCRIPTION]	
A. *Subtask description…* [Est. Time: _ hours] =	$0
B. *Subtask description…* [Est. Time: _ hours] =	$0
C. *Subtask description…* [Est. Time: _ hours] =	$0
Sub Total for Task 2	$0
Task 3: [DESCRIPTION]	
A. *Subtask description…* [Est. Time: _ hours] =	$0
B. *Subtask description…* [Est. Time: _ hours] =	$0
C. *Subtask description…* [Est. Time: _ hours] =	$0
Sub Total for Task 3	$0
Reimbursable Expenses (as approved by City)	
Direct reimbursable support expenses / subconsultants =	$0
Direct reimbursable support expenses / subconsultants =	$0
Sub Total for Expenses	$0
TOTAL Proposed Compensation / Fee [All Tasks] and Reimbursables	**$0**

EXHIBIT C

SCHEDULE OF SERVICES

The proposed term for the described Scope of Services is to be from Agreement execution to [DATE], unless all elements are completed earlier. Further details related to individual schedules for each identified task are as follows:

[INSERT: CONSULTANT SCHEDULE FOR EXECUTION OF TASKS]

EXHIBIT D

Insurance Documentation

See attached applicable Insurance documentation for [CONSULTANT].