



SOLICITATION FOR QUALIFICATIONS

DESIGN ENGINEERING SERVICES FOR

VALENCIA ROAD: ALVERNON TO WILMOT (4VAKPD)

AND

VALENCIA ROAD: MARK TO AJO HWY (SR 86) (4RTVMW)

AND

CAMINO DE OESTE: LOS REALES TO VALENCIA ROAD (4COLRV)

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

TUCSON, ARIZONA

November 2009

**Pima County Procurement Department
Design & Construction Division**

130 W. Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 740-3731 / Fax (520) 243-4434

Solicitation No. 1000585



NOTICE OF SOLICITATION FOR QUALIFICATIONS NO. 1000585

DESIGN ENGINEERING SERVICES FOR VALENCIA ROAD: ALVERNON TO WILMOT (4VAKPD) AND VALENCIA ROAD: MARK TO AJO HWY (SR 86) (4RTVMW) AND CAMINO DE OESTE: LOS REALES TO VALENCIA ROAD (4COLRV)

Pima County is seeking Statements of Qualifications from qualified firms to provide design engineering services for three improvement projects:

- Valencia Road: Alvernon to Wilmot (4VAKPD). This project consists of widening Valencia Road from Alvernon Road to Wilmot Road in order to improve safety, reduce congestion, improve operations and increase mobility. Specifically the project will widen the existing roadway from four lanes to six lanes including widening the bridge structure over Union Pacific Railroad (UPRR). It is expected that the additional lanes can be added by widening the existing roadway only, and no additional horizontal or vertical alignment work will be needed. Some of the potential improvements to be considered and evaluated include; a depressed landscaped median, multi-use lanes, provisions for pedestrians and other uses, cross drainage landscaped shoulders. The estimated cost for these services is approximately \$5,000,000 to \$6,000,000.
- Valencia Road: Mark to Ajo Hwy (SR 86) (4RTVMW). This project consists of widening approximately 5¾ miles of the Valencia Roadway from two lanes to four lanes from the intersection of Ajo Highway (SR 86) and matching into the existing 5-lane section west of the Mark Road intersection which was completed as part of the Valencia: Mark Road to Camino de la Tierra project. This effort is being pursued to improve safety, reduce congestion, improve operations (with turning lanes to be provided at intersections and cross streets where warranted), increase mobility, and address accessibility/operational issues associated with the Black Wash drainage. Other potential improvements to be considered and evaluated include; a raised landscaped median, multi-use lanes, outside curbs and storm drains, cross drainage, provisions for pedestrians and other uses, landscaped shoulders, and noise mitigation for adjacent areas where warranted. The estimated cost for these services is approximately \$3,000,000 to \$4,000,000.
- Camino De Oeste: Los Reales to Valencia Road (4COLRV). This project consists of widening approximately 4,800 L.F. of Camino De Oeste from Los Reales Road to Valencia Road. Specifically, Camino De Oeste will be widened from a two-lane roadway to a three lane section with a two way left turn lane (TWLTL), adding paved shoulder, sidewalk, street lighting and landscaping, while also including public art. Minor drainage improvements along Camino De Oeste will also be included in the project. The estimated cost for these services is approximately \$325,000 to \$475,000.

The County intends to award three separate contracts: one to each of the top three ranked firms competing. In the event of a tie or ties, highest project score, respondent preference, and committee consensus may be used to determine final awards.

Pima County reserves the right to reject any and all proposals or to withhold awards for any reason.

There will be a pre-submittal meeting on 2:00pm, Local Tucson Time, November 12, 2009. The meeting will be held at the Procurement Department Conference Room, 3rd Floor, County Administration Building, 130 W. Congress Street, Tucson, Arizona. Attendance is optional, but encouraged.

Qualifications Statements are due no later than 12:00 pm (noon), Local Tucson Time, December 4, 2009. No statements will be accepted after the date and time indicated. Certified Minority and Women Business Enterprise (MWBE) firms are encouraged to participate.

The entire solicitation package can be downloaded from the Pima County website: www.pima.gov/procure/ifbrfp-dc.htm. Information regarding the submittal requirements of this solicitation may be obtained at the Design and Construction Division of the Procurement Department located in the Pima County Administration Building, 130 W. Congress Street, 3rd Floor. Contact Ms. Sue Aegerter regarding documents at phone: (520) 740-3731; fax: (520) 243-4434; or email: sue.aegerter@pima.gov.

The County reserves the right to reject any or all qualification statements or withhold award for any reason.

Publish: The Daily Territorial: November 2, 3, 4, 9 2009

Mark Koskiniemi, Contracts Officer



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GENERAL INFORMATION

NOTICE – ARIZONA LEGAL WORKERS' ACT & SCRUTINIZED BUSINESS OPERATIONS:

The Arizona State Legislature recently enacted laws that require all public agency contracts for services contain provisions requiring compliance with Federal and State immigration laws pertaining to the hiring of employees, and compliance with laws pertaining to business operations in Iran or Sudan.

Pima County is implementing these requirements in Articles XXIV and XXV of the Sample Contract. By submitting a response to this solicitation, the respondent is certifying that they have read and will comply with these provisions.

SCOPE OF WORK

Pima County is seeking Statements of Qualifications from qualified firms to provide design engineering services for three improvement projects:

- Valencia Road: Alvernon to Wilmot (4VAKPD). This project consists of widening Valencia Road from Alvernon Road to Wilmot Road in order to improve safety, reduce congestion, improve operations and increase mobility. Specifically the project will widen the existing roadway from four lanes to six lanes including widening the bridge structure over Union Pacific Railroad (UPRR). It is expected that the additional lanes can be added by widening the existing roadway only, and no additional horizontal or vertical alignment work will be needed. Some of the potential improvements to be considered and evaluated include; a depressed landscaped median, multi-use lanes, provisions for pedestrians and other uses, cross drainage landscaped shoulders. The estimated cost for these services is approximately \$5,000,000 to \$6,000,000.
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- Camino De Oeste: Los Reales to Valencia Road (4COLRV). This project consists of widening approximately 4,800 L.F. of Camino De Oeste from Los Reales Road to Valencia Road. Specifically, Camino De Oeste will be widened from a two-lane roadway to a three lane section with a two way left turn lane (TWLTL), adding paved shoulder, sidewalk, street lighting and landscaping, while also including public art. Minor drainage improvements along Camino De Oeste will also be included in the project. The estimated cost for these services is approximately \$325,000 to \$475,000.

A complete description of the Consultant's required professional services for each project, including compensation and payment, are detailed in the Sample Professional Services Contracts, **Appendix 'A'**, **Appendix 'B'**, **Appendix 'C'**, Scope of Work.

The County intends to award three separate contracts: one to each of the top three ranked firms competing. In the event of a tie or ties, highest project score, respondent preference, and committee consensus may be used to determine final awards.



PRE-SUBMITTAL CONFERENCE

The date and time of a pre-submittal conference, if applicable, is indicated on the notice page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of the County's position. Any questions regarding this solicitation should be presented to the County at this conference.

INQUIRIES

Inquiries shall be written, preferably by email and directed to Mark Koskiniemi, Commodity/Contracts Officer, Pima County Procurement Department, Design & Construction Division, Fax (520) 243-4434, or mark.koskiniemi@pima.gov. All questions must be received no later than seven (7) calendar days in advance of the submittal due date.

ADDENDA

Responses to inquiries that materially change the scope or intent of this SFQ will be issued via addendum and posted to the Pima County website <http://www.co.pima.az.us/procure>. Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will not notify Respondents of posting of addenda. Therefore, it is the Respondents' sole responsibility to check the website periodically for all issued addenda. Failure to include acknowledgement of all addenda may be cause for rejection of the proposal.

SUBMITTAL

Respondents shall submit one (1) hardcopy original and six (6) hardcopies of their statement of qualifications (SOQ) as further described in the Required Submittal Information and Evaluation Criteria Section. The hardcopy original copies shall be delivered in a sealed envelope(s) clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Mark Koskiniemi, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701. Facsimile, telegraphic, or emailed submissions **are not** acceptable.

DUE DATE AND LOCATION FOR SUBMISSIONS

Submittals must be received and time stamped at the Procurement Department, Design & Construction Division, 130 W. Congress Street, 3rd Floor, no later than the time and date indicated on the Notice page. Late submittals will NOT be accepted.

PUBLIC RECORD

Per A.R.S. §34-603(G), only the names of the persons or firms on the shortlist may be disclosed prior to award. After Contract execution, all information provided shall become public record and open for inspection. Any material a respondent wishes to remain confidential shall be indicated in writing to the Contract Officer as part of their submission, including a statement of the basis for the claim of confidentiality.

Responses to this solicitation shall be considered public information after award and execution of the contract. The County is implementing a new procedure for the handling of confidential information that is reflected in Article XXIII of the sample contract included in this solicitation. Respondents must read and



familiarize themselves with this Article before submitting a response.

PROFESSIONAL SERVICES CONTRACT

These SFQ documents contain a sample copy of the Professional Services Contract that the selected firm will enter into with Pima County. By submission of a proposal, each Firm will be certifying to the County that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, the County reserves the right to reject any proposal that takes exceptions or proposes alternate language unacceptable to the County.

CONSULTANT SELECTION PROCESS

1. A "Consultant Selection Committee" will be comprised of members from the Department of Transportation and at least one technical expert not affiliated with the contracting department. This committee will review initial proposals, determine the highest ranked firms, and recommend three firms for contract awards. The County does not intend to conduct interviews, but reserves the right to do so if it is essential to arriving at a final ranking.
2. The Department will make an award recommendation to the Board of Supervisors based on the evaluation scores. The Departmental recommendation will be faxed to each participating firm prior to the Board of Supervisors agenda date for award. Selection of Consultants shall be at the discretion of Pima County and the County reserves the right to reject any or all qualification statements.
3. The County intends to negotiate fees for these services. If agreement cannot be reached with a recommended firm, the County intends to enter into negotiation with the next available lower ranked firm or firms or reject all proposals. Following the successful negotiation of fees, contracts will be executed with the selected firms.

TENTATIVE SELECTION SCHEDULE

The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the Contracts Officer immediately.

Pre-Submittal Meeting:	2:00pm, November 12, 2009
SFQ Proposals due:	12:00 pm (noon), December 4, 2009
Final List/Interview Notification:*	Week of December 20, 2009
Interviews:*	Early January, 2010
Award by BOS:	January, 2010
Fee Negotiations:	February, March 2010
Final Contract and NTP:	April 2010

* - If needed only

ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Qualifications in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the "most qualified" firm(s) will require subjective judgments by the County.



SUSPENSION/DEBARMENT

By submitting its Qualifications in response to this SFQ, respondent is certifying that neither it nor any of its principals are debarred or suspended or under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

COST OF PROPOSALS

This solicitation does not commit the County to pay any costs incurred in the preparation, presentation or return of submittal including interview time.

WAIVER OF CLAIMS

Each Respondent, in submitting a proposal is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.

VENDOR REGISTRATION AND MESSAGING PORTAL (VRAMP)

Pima County has implemented a new internet-based vendor registration system called VRAMP (Vendor Registration and Messaging Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is located on the Procurement Department website at: www.pima.gov/procure.

All Vendors must register in VRAMP.

END OF GENERAL INFORMATION



REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

PLEASE NOTE: This solicitation differs from past solicitations conducted for Pima County Department of Transportation in that considerable emphasis has been placed on the specific *Valencia Road: Alvernon to Wilmot* project for purposes of evaluating each firm’s capabilities. Please note where this level of specificity is required to respond to evaluation criteria. For the three (3) projects being combined in this solicitation, the scoring, selection and final recommendation for all three (3) will be heavily weighted on each firm’s response to *Valencia Road: Alvernon to Wilmot* specific questions.

Responses to the SFQ should be bound on the left side and have front and back covers. The submittal pages shall not exceed 8.5 X 11 inches. Larger sheets may be used if they are folded to not larger than 8.5 X 11 inches. All pages shall be printed on one side only. For word processed pages, the minimum font size is 10, and black ink is preferred. Responses should be kept concise, and shall not be more than **eighteen (18)** pages in length, not including the front and back covers, indexes or resumes. Clear brief responses that are under the maximum page limit are preferred to unclear responses that use the maximum number of pages. Resumes shall be no more than two pages and included in an Appendix in the back of the SOQ. Additional information other than that requested *shall not be included* or the proposal may be rejected.

Summary of page limits for submittal:	
Introductory Letter	1-2 pages
Project Team Qualifications and Experience	3 pages or less
Project Team Capabilities	3 pages or less
General Project Approach	3 pages or less
Specific Project Approach	5 pages or less
Affirmative Action	1 page
MWBE Utilization	1 page
Appendix I (resumes only)	1-2 pages per resume
Total Pages per SOQ	18 pages max, not including Appendix I

1. INTRODUCTORY LETTER

The introductory letter should be approximately one (1) to two (2) pages (8.5 X 11 inches). The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Mark Koskiniemi, Subject: **Solicitation No. 1000585: Roadway Design Engineering Services: Valencia Road: Alvernon to Wilmot; Valencia Road: Mark to Ajo Highway (SR 86); and Camino de Oeste: Los Reales Road to Valencia Road.** The letter must be signed by an authorized officer of the firm and should contain the following:

- An expression of the firm's interest in being selected for the Contract work.
- If the firm has a preference of which of the three projects they are awarded, an expression of the firm’s specific preference.
- City and state of firm's corporate headquarters.
- A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract.



- A statement that the consultant currently maintains insurance in at least the minimum amounts of coverage required, and that Pima County and the Regional Transportation Authority will be *endorsed* as additional insured on General Commercial Liability policy. See requirements in the Sample Contract.
- Contact information regarding questions about the proposal. Include name, phone, fax and email.
- If different than the contact listed above, contact information of the person authorized to contractually bind the firm into a written contract. Include Name, Title, mailing address, phone, and fax.
- Confirmation that the information in the submission is current and accurate to the best of the signer's knowledge.

2. QUALIFICATIONS AND EXPERIENCE

In order to ensure that the constructed improvements meet the needs of the County, the public and our partners and stakeholders, it is essential that project teams possess the ability to:

- Instill a teamwork-oriented approach with collaborative decision making supported by facts and data, and facilitated to meet each partner/stakeholder's needs.
- Provide a thorough and comprehensive approach to Quality Control in order to ensure that mistakes are prevented and caught prior to Departmental reviews.
- Be proactive in risk management; develop and manage project costs and schedules reflecting known and unknown items and tasks; and incorporate discovered contingencies as project progresses.
- Develop and manage good ideas.
- Build in value engineering as a common way of developing the design.
- Understand the interrelationship between the design and environmental investigation and assessment to ensure that those major activities inform one another so that the overall design meets the criteria of best overall design, with least overall environmental impact.
- Work closely with, help educate, and inform the public and at the same time segregate wants from needs.

With those key attributes in mind, the following criteria will be used in the evaluation of firms. Address each item in the order presented. The statement of qualifications shall include brief narratives describing the firm's qualifications and experience as it relates to each criterion.

A. Project Team Capabilities (40 points)

1. With respect to the *Valencia Road: Alvernon to Wilmot* project only - Introduce the team members (at all key professional levels) and identify the roles they will perform in the conceptual and final design for the project. Identify and describe the unique qualifications of the team members. Make special note of expertise in areas such as planning, drainage, traffic, geotechnical, utility coordination (SUE), survey, environmental, structural, constructability, estimating, community relations, etc. Demonstrate that key personnel assigned to the project possess current and valid State of Arizona professional registration in the discipline that corresponds to their team role. In an Appendix, submit resumes of project team's principals, project engineers, project managers, and sub-consultants stating certifications, training, and experience. Resumes shall be limited to 1-2 pages each. **(20 points)**



2. Describe in detail the conceptual and final engineering services provided to develop a DCR, EAMR and PS&E on other transportation projects similar to the type and scope of the *Valencia Road: Alvernon to Wilmot* project. Explain in detail how the experienced gained from other projects would be applied to the *Valencia Road: Alvernon to Wilmot* project. Provide a client reference list including client firm name, address, phone number, fax number, and e-mail address and a contact person. The County may contact these references as part of the evaluation of this criterion. **(20 points)**

NOTE: Projects used as examples of work similar to these projects shall be clearly noted if the work was done by individuals while employed with other firms.

B. General Project Approach (16 points)

1. Demonstrate familiarity and understanding of the Public Works Interactive Project Development process (Exhibit 'A') and how it interacts with the Roadway Design Manual in terms of purpose, importance, and applicability. **(4 points)**
2. Identify the specific tools the firm will use to manage and schedule the project and explain how they will be used. **(4 points)**
3. Describe in detail the firm's approach to management issues (general guidelines used to manage most of your engineering projects) including but not limited to: engineering design, constructability, budgeting, scheduling, partnering, conflict resolution, and community relations. If the firm is not based in Tucson and/or will be utilizing staff from other offices, please describe how project management and communication will be handled. **(4 points)**
4. Describe your firm's current capabilities/abilities to handle the addition of this project and other projects work efforts within the current economic environment. **(4 points)**

C. Specific Project Approach (80 points)

1. Describe in detail the firm's project strategy for the *Valencia Road: Alvernon to Wilmot* project. For example, what particular strategies will be applied to coordinate/facilitate/encourage interagency involvement, coordination with other adjacent Valencia projects, utility coordination, drainage, access, community relations, etc. that could be effective for this project. Explain how your recommended strategies will help to reduce activity timeframes and ensure more efficient and thorough coordination and completion of the project. **(20 points)**
2. Describe the firm's approach to dealing with the technical issues related to the development and adoption of a conceptual design for the *Valencia Road: Alvernon to Wilmot* project. Said issues include, but are not limited to: interchanges, drainage, access, utility corridors/relocation, structures, permitting, environmental concerns, traffic projections, and other issues that will impact the development of this project. **(20 points)**
3. Provide a minimum of two examples of a value engineering option you developed on a recent project. Discuss how, when and why these efforts were brought into the project, along with reactions, team involvement/input, cost savings, and lessons learned from this effort. **(20 points)**
4. Identify a recent project you have completed that is similar to this project, including appropriate reference contacts. What were some key challenges and lessons learned? How did your firm bring value to this project? Which members of your proposed team were part of that project? How can you apply these lessons to your work efforts for Pima County? **(20 points)**



D. Past Performance Evaluation - References: (9 points)

- Provide the Consultant Performance Inquiry form (Attachment '2') to **THREE (3) references who can support your firm's qualifications.**
- **Request those references to fax that form DIRECTLY back to Pima County Procurement Department, Design and Construction Division at 520-243-4434 by the due date for the Solicitation, DECEMBER 4, 2009.**
- References should be familiar with Respondent's work on these projects and be knowledgeable regarding Respondent's performance. **It is Respondent's responsibility to follow-up with references to ensure they submit the Consultant Performance Inquiry form by the deadline.** Late submittals will not be considered. References may be contacted for additional information.

E. Professionalism of written statement (a maximum of 10 points may be deducted)

All statements are expected to be prepared in a professional manner. This includes organization, formatting, readability, and accuracy of spelling and grammar. Evaluation points may be deducted for less than professional work.

F. AFFIRMATIVE ACTION STATEMENT (1 point)

Provide a statement explaining the firm's Affirmative Action Policy, or present a copy of current Affirmative Action Plan.

G. MWBE UTILIZATION (7 points)

Percentage of MWBE utilization - Complete Project Team Member Utilization Form (Attachment 1, page 25)

Evaluation criteria points for Affirmative Action and certified Minority and Women Business Enterprises (MWBE) shall be as set forth by County policy. Questions regarding certification status, procedures and evaluation factors of these criteria should be addressed to: Veronica Ruiz-Ronquillo, MWSBE Program Coordinator, 130 West Congress, 2nd Floor, Tucson, AZ 85701, Phone (520) 740-8465.

SELECTION

The County expects that the selection will be based on the total score for the written response. The highest ranked firm will be recommended for award of the Valencia Road: Alvernon to Wilmot project, unless that firm has indicated a preference for a different project, and the second-ranked firm will be recommended for award of the Valencia Road: Mark to Ajo Highway project, if available; otherwise it will be recommended for the Valencia Road: Alvernon to Wilmot project, and so on.



INTERVIEWS (100 Points)

The County does not intend to conduct interviews, but if it is essential to arriving at a final rank, the County may establish a short-list of at least three firms to advance to interviews. Should interviews be held, they will be scored at 100 maximum points using similar criteria as outlined above for the SFQ. If short-listed, a detail of the interview format and scoring will be provided. The points and evaluation for Affirmative Action and MWBE Utilization for the Interview phase will be arrived at by utilizing the same score attained in the written evaluation for those same criteria.

ADDITIONAL INQUIRIES

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent.

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SAMPLE PROFESSIONAL SERVICES CONTRACT

PIMA COUNTY DEPARTMENT	
PROJECT:	
CONSULTANT:	
AMOUNT:	
FUNDING:	

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and _____, hereinafter called CONSULTANT.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT licensed in the State of Arizona and qualified to provide _____ Services; and

WHEREAS, CONSULTANT is willing to provide such services; and

WHEREAS, in response to COUNTY SFQ # _____ for _____ Services, CONSULTANT submitted a proposal most advantageous to COUNTY.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract, as approved by the Board of Supervisors, shall commence on [MM/DD/YY], and shall terminate on [MM/DD/YY], unless sooner terminated or further extended pursuant to the provisions of this Contract.

The COUNTY shall have the option to renew this Contract for the purposes of project completion. Any modification or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE II - SCOPE

CONSULTANT agrees to provide _____ Services for the COUNTY as described in **Appendix '___'** an attachment to this contract.

CONSULTANT shall perform services in accordance with the terms of the Contract and in compliance with applicable standards of professional care. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

Amendments and changes to the Scope must be approved by the Procurement Director or the Board of



Supervisors, as required by the Pima County Procurement Code, before the work under the amendment commences. Furthermore, this Contract is funded wholly or partially by the Regional Transportation Authority (RTA). Any changes to the Project which result in the final project cost deviating by ten or more percent from the RTA's budget amount for the Project must be approved by the RTA in advance of those changes being made, regardless of whether the RTA is funding the change or not. For the purposes of this paragraph only, the term "project" refers specifically and exclusively to the project as defined and funded by the Agreement between COUNTY and RTA.

ARTICLE III - PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT as follows: The total of all payments to CONSULTANT under this Contract shall not exceed _____ Dollars (\$_____). CONSULTANT'S fees and method of compensation shall be based on [*one of the following methods: Lump Sum, Hourly Not to Exceed, Cost Plus Fixed Fee or other method mutually agreeable to both parties*] in accordance with provisions described in **Appendix '___' – Compensation Schedule**, an attachment to this Contract.

Additional Services specified in **Appendix '___'** are services that are within the scope of this Contract, but are not included within the original fee proposal and shall be invoiced at the rates incorporated into this Contract as **Appendix '___'**. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly rates and all other rates included under this Contract shall remain fixed throughout the term of the contract. The COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

COUNTY is initiating a new purchase order system that will be linked to this contract for accounting purposes only. CONSULTANT must cite the Purchase Order Number issued by COUNTY on all invoices. The pre-printed terms and conditions on the purchase order form do not apply to work performed under this Contract, which is to be governed by the terms of this Contract and all attached and referenced documents.

All invoices shall be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subconsultant charges shall be supported by appropriate documentation with each separate invoice submitted.

Total payment for this Contract shall not exceed _____ (\$).

Direct Costs incurred by the CONSULTANT in the performance of services directly relating to the tasks in this contract shall be billed at cost. Direct costs shall include the following:

- a. Printing of project plan sheets as blueines.
- b. Reproduction costs identifiable as being applicable to the printing of reports, photostating, or by a technique of lithography, printing and binding.
- c. Costs associated with the delivery of plan sheets and reports to the COUNTY.
- d. Reproduction costs as incurred from the COUNTY that are needed for project development and data gathering.
- e. Travel expenses outside Tucson metropolitan area.

Each Direct Cost, exceeding \$100.00 in an invoice, shall be accompanied by backup documentation.



For the period of record retention required under Article XVI, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

CONSULTANT shall not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

ARTICLE IV - INSURANCE

CONSULTANT shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability - \$1,000,000
2. Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage
3. Professional Liability - \$1,000,000
4. If required by law, statutory Workers' Compensation including Employers Liability Coverage

Insurance must be from carriers acceptable to COUNTY. CONSULTANT shall provide COUNTY with certificates of insurance for all required insurance. The Commercial General Liability policy shall be endorsed to show Pima County and RTA as an "Additional Insured". All certificates must provide for a 30-day advance notice to the COUNTY and RTA of any modification, material change, non-renewal or cancellation.

Throughout the term of the Contract, CONSULTANT shall submit updated insurance certificates and endorsements annually to COUNTY within thirty (30) days of the policy renewal date. The renewal certificates shall be sent to the Pima County Department of Transportation, Administration Financial Management, 201 N. Stone, 7th Floor, Tucson, AZ 85701.

ARTICLE V - INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the RTA, their respective officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any omission, fault or negligence by the CONSULTANT, its agents, employees, subcontractors, or anyone under its direction or control or on its behalf in connection with performance of this Contract. This obligation shall survive termination or expiration of this Contract. The obligations under this Article shall not extend to the negligence of the COUNTY or the RTA.

ARTICLE VI - COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but do not require an amendment.



ARTICLE VII – INDEPENDENT CONTRACTOR

The status of the CONSULTANT shall be that of an independent contractor and CONSULTANT shall not be considered an employee of Pima County and shall not be entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT shall be responsible for program development and operation without supervision by COUNTY.

ARTICLE VIII - SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONSULTANT shall not assign its rights to this Contract in whole or in part, without prior written approval of the COUNTY. Assignment may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONSULTANT will not discriminate against any COUNTY employee, client or any other individual in any way involved with the COUNTY, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out CONSULTANT duties pursuant to this Contract. CONSULTANT agrees to comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is hereby incorporated into this contract by reference, as if set forth in full.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XII - AUTHORITY TO CONTRACT

CONSULTANT warrants its right and power to enter into this Contract. If any Court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONSULTANT or any third party by reason of such determination or by any reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the



future. The acceptance by either party of the sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of this Contract by reference.

ARTICLE XV - OWNERSHIP OF DOCUMENTS

All information, data, studies, reports, patents, copyrights, and plans prepared or obtained by the CONSULTANT for the purpose of performing this Contract, shall become the property of the COUNTY. Further, it is expressly understood that the COUNTY has exclusive control of all information developed from report(s). No information, maps, data, studies, reports, patents, copyrights, calculations or plans shall be released to any party without the specific written authorization of the COUNTY.

ARTICLE XVI – BOOKS AND RECORDS

CONSULTANT shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONSULTANT shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XVII - TERMINATION FOR CONVENIENCE

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONSULTANT shall be paid an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

ARTICLE XVIII – TERMINATION OF CONTRACT FOR DEFAULT

A. Upon a failure by CONSULTANT to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT shall be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:

1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;



3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONSULTANT shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor the CONSULTANT charged with damages under this Article, if—

(1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT.

Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and



(2) The CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract

ARTICLE XIX - NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY shall have no further obligation to CONSULTANT, other than for services rendered prior to termination.

ARTICLE XX - NOTICES

Any Notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

CONSULTANT:

ARTICLE XXI - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XXII - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.



ARTICLE XXIII - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONSULTANT shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT shall further ensure that each subcontractor who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONSULTANT and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONSULTANT shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a

Pima County Procurement Department
Solicitation for Qualifications Number 1000585

DESIGN ENGINEERING SERVICES FOR VALENCIA ROAD: ALVERNON TO WILMOT & VALENCIA ROAD: MARK TO AJO HWY (SR 86) &
CAMINO DE OESTE: LOS REALES TO VALENCIA ROAD



material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONSULTANT shall be entitled to an extension of time, but not costs.

ARTICLE XXV – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONSULTANT may result in action up to and including termination of this contract.

ARTICLE XXIV - ENTIRE AGREEMENT

This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY

CONSULTANT

Chair, Board of Supervisors

Signature

Date ____/____/____

Name and Title (Please Print)

ATTEST

Date ____/____/____

Clerk of the Board

Date ____/____/____

APPROVED AS TO FORM

Deputy County Attorney

Date ____/____/____



APPENDIX 'A' - SCOPE OF WORK – PROJECT #1

VALENCIA ROAD: ALVERNON TO WILMOT (4VAKPD)

Due to growth in the Southeast Tucson region, the RTA plan approved by voters in 2006 included roadway improvements for Valencia Road from Alvernon Road to Kolb Road. Pima County will act as the lead agency for the project from Alvernon Road to Kolb Road, developing the initial roadway concept planning effort for the entire corridor. Planning for the entire corridor will include close coordination with ADOT, the City of Tucson and Davis Monthan Air Force Base. All stakeholders have proposed improvements impacting the Valencia Road corridor. The State currently is performing the I-10 study from I-10 to the Empirita T.I. The City of Tucson has proposed a connection for the Aviation-Barraza Parkway, and Davis Monthan Air Force Base has finalized an Engineering report with a proposed new South entry gate on Wilmot Road. The initial IGA with the RTA covers planning or conceptual design engineering for the Pima County portion, which includes the Design Concept Report, the Environmental Assessment and Mitigation Report, along with Final Plans, Specifications and Estimates for the project. Construction is planned for the second implementation period of the 20 year RTA plan.

I. PROJECT DESCRIPTION

Valencia Road: Alvernon to Wilmot (4VAKPD). This project consists of widening Valencia Road from Alvernon Road to Wilmot Road in order to improve safety, reduce congestion, improve operations and increase mobility. Specifically the project will widen the existing roadway from four lanes to six lanes including widening the bridge structure over Union Pacific Railroad (UPRR). It is expected that the additional lanes can be added by widening the existing roadway only, and no additional horizontal or vertical alignment work will be needed. Some of the potential improvements to be considered and evaluated include; a depressed landscaped median, multi-use lanes, provisions for pedestrians and other uses, cross drainage landscaped shoulders. The estimated cost for these services is approximately \$5,000,000 to \$6,000,000.

In this phase, the scope of work for Valencia Road includes:

- Development of the Design Concept Report (DCR) and Environmental Assessment and Mitigation Report (EAMR) documents for Valencia Road from Alvernon Road to Wilmot Road.
- Widening the bridge structure over Union Pacific Railroad.
- Address proposed roadway widening beneath I-10, to minimize disturbance to existing bridge structure.
- Preliminary planning and engineering, to include development of 15% design documents addressing issues such as alignment, channelization, drainage, right-of-way, structures, traffic and a cost estimate for Valencia Road from Alvernon Road to Wilmot Road.
- Perform Final Design Phase services, which will include development of Plans, Specifications & Estimate (PS&E) documents for construction (Stages 3, 4, and 5 as referenced in the Pima County Roadway Design Manual) and provide Post-Design Construction phase services for the project.

II. DESIGN CRITERIA

The 2003 Pima County Roadway Design Manual, and relevant updates, shall be used to provide roadway and drainage design criteria.

III. PROJECT SCHEDULE

The project is estimated to be 60 months in duration. An estimated timeframe for completion of the corridor DCR and Initial Project Phase EAMR is 24 months. The Final Design efforts for the Initial Project Phase is estimated to be 24 months and occur subsequent to the approval of the EAMR. Post design services are then estimated to occur over the final 24 months of the contract.

END OF APPENDIX 'A'



APPENDIX 'B' - SCOPE OF WORK – PROJECT #2

VALENCIA ROAD: MARK TO AJO HWY (SR 86) (4RTVMW)

Due to growth in the southwest Tucson region, the RTA plan approved by voters in 2006 included roadway improvements for Valencia Road from Mark Road to Ajo Highway (SR 86). Pima County will initiate this project with the development of the initial roadway concept planning effort for the entire corridor. The initial IGA with the RTA covers work activities during the Conceptual Engineering phase (planning, conceptual design, environmental assessment, and project management). This effort is proposing to develop a Design Concept Report (DCR) for the corridor, an Environmental Assessment and Mitigation Report (EAMR), along with Final Plans, Specifications and Estimates for the initial phase of the project (Mark Road to Wade Road). Identification of other phases of the project and associated cost estimates for the entire corridor will also be developed. Construction of the initial phase of the corridor is planned for the second implementation period of the 20-year RTA plan.

I. PROJECT DESCRIPTION

Valencia Road: Mark to Ajo Hwy (SR 86) (4RTVMW). This project consists of widening approximately 5¾ miles of the Valencia Roadway from two lanes to four lanes from the intersection of Ajo Highway (SR 86) and matching into the existing 5-lane section west of the Mark Road intersection which was completed as part of the Valencia: Mark Road to Camino de la Tierra project. This effort is being pursued to improve safety, reduce congestion, improve operations (with turning lanes to be provided at intersections and cross streets where warranted), increase mobility, and address accessibility/operational issues associated with the Black Wash drainage. Other potential improvements to be considered and evaluated include; a raised landscaped median, multi-use lanes, outside curbs and storm drains, cross drainage, provisions for pedestrians and other uses, landscaped shoulders, and noise mitigation for adjacent areas where warranted. The estimated cost for these services is approximately \$3,000,000 to \$4,000,000.

The scope of work for this effort includes the CONSULTANT providing Design Concept services according to the Pima County Roadway Design Manual and this contract for:

- Preliminary planning and engineering, to include development of a DCR (15% design level) which will address issues such as alignment, channelization, drainage, right-of-way, major and minor structures, right-of-way needs, cost estimates, and appropriate phasing for Valencia Road from Mark Road to Ajo Highway (SR 86).
- Development of an EAMR document with Stage II Initial Construction Plans (as referenced in the Pima County Roadway Design Manual) for the initial phase of the project, currently envisioned to be the segment from just west of Mark Road to Wade Road (including intersection).
- Perform Final Design Phase services, which will include development of Plans, Specifications & Estimate (PS&E) documents for construction (Stages 3, 4, and 5 as referenced in the Pima County Roadway Design Manual) and Post-Design Construction phase services for the initial project phase.

II. DESIGN CRITERIA

The 2003 Pima County Roadway Design Manual, and relevant updates, shall be used to provide roadway and drainage design criteria.



III. PROJECT SCHEDULE

The project is estimated to be 42 months in duration. An estimated timeframe for completion of the corridor DCR and Initial Project Phase EAMR is 12 months. The Final Design efforts for the Initial Project Phase is estimated to be 12 months and occur subsequent to the approval of the EAMR. Post design services are then estimated to occur over the final 18 months of the contract.

END OF APPENDIX 'B'



APPENDIX 'C' - SCOPE OF WORK – PROJECT #3

CAMINO DE OESTE: LOS REALES TO VALENCIA ROAD (4COLRV)

Camino De Oeste: Los Reales to Valencia Road (4COLRV). This project consists of widening approximately 4,800 L.F. of Camino De Oeste from Los Reales Road to Valencia Road. Specifically, Camino De Oeste will be widened from a two-lane roadway to a three lane section with a two way left turn lane (TWLTL), adding paved shoulder, sidewalk, street lighting and landscaping, while also including public art. Minor drainage improvements along Camino De Oeste will also be included in the project. The Pascua Yaqui Tribe may infuse additional dollars into this project to add curbing along the west side of new roadway. This depends upon the availability of funds with the completion of the Ignacio M. Baumea (Los Reales Rd. to Valencia Rd.) road construction project. Ignacio M. Baumea is located approximately one mile west of Camino de Oeste and has been awarded for construction as of October 2009. The Tribe is preparing a TIP Amendment with PAG to shift over \$500,000 to this project.

The scope of work for Camino de Oeste Road includes:

- Development of the Design Concept Report (DCR) and Drainage Report documents. If additional funding **IS NOT** provided by the Pascua Yaqui Tribe for curbing along the west side of new roadway then a Drainage report will not be required.
- Consultant services to include development of design documents addressing issues such as alignment, channelization, drainage, right-of-way, structures, traffic and a cost estimate for Camino de Oeste Road. In addition, it is anticipated that only minor environmental work will be needed.
- Approximate Design Services contract amount will range from \$325,000 - \$475,000.
- Pima County Survey Section will do the pre-design survey then provide the control information to the Consultant's Surveyor.

END OF APPENDIX 'C'



APPENDIX 'D' - COMPENSATION SCHEDULE

*****FOR INFORMATION PURPOSES ONLY, DO NOT SUBMIT WITH YOUR RESPONSE*****

END OF APPENDIX 'D'



**ATTACHMENT 2
CONSULTANT PERFORMANCE INQUIRY**



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
PHONE: 520-740-3722
FAX: 520-243-4434

CONSULTANT: _____

FOR: *DESIGN ENGINEERING SERVICES FOR VALENCIA ROAD: ALVERNON TO WILMOT & VALENCIA ROAD:
MARK TO WADE & CAMINO DE OESTE: LOS REALES TO VALENCIA ROAD*

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE CONSULTANT'S APPLICATION TO PROVIDE PROFESSIONAL SERVICES TO PIMA COUNTY FOR THE ABOVE-REFERENCED PROJECT. PLEASE RANK THE CONSULTANT'S PAST PERFORMANCE IN THE CATEGORIES INDICATED ON PAGE 2, USING THE CATEGORIES INDICATED ON PAGE 2 AND THE DEFINITIONS ON PAGES 3 – 6. (note: the actual documents are numbered differently than that of this fax because they are taken directly from the solicitation.)

PLEASE FAX THIS SHEET AND YOUR COMPLETED QUESTIONNAIRE TO THE FOLLOWING ON OR BEFORE 12:00 NOON, DECEMBER 4, 2009:

**ATTENTION:
ATTENTION: MARK KOSKINIEMI
Pima County Procurement Department
Design and Construction Division
Fax: 520-243-4434**

FIRM PROVIDING REFERENCE:

Name of Company: _____

Person Completing Reference: _____

Position: _____

Phone Number: _____ **Fax Number:** _____



PIMA COUNTY PROCUREMENT DEPARTMENT
 CONSULTANT REFERENCE

1. Name and Address of Consultant or Joint Venture		2. Total Contract Value:
		3. Contract Completion Date:
4. Type of Service Provided:		
5. Ratings: After commenting, score in column on the right, using 1 for unsatisfactory, 2 for marginal, 3 for satisfactory, 4 for very good, and 5 for exceptional.		
Technical Performance – Comments:		
Cost Control – Comments:		
Schedule/Timeliness – Comments:		
Business Relations – Comments:		
6. TOTAL SCORE: (sum of scores from above)		
7. Key personnel of Consultant:		
Name/Title:	Primary Responsibility:	
Name/Title:	Primary Responsibility	
Name/Title:	Primary Responsibility	
8. Did the consultant seem committed to customer satisfaction? ___Yes ___No Why?		
9. Were the services brought in on-time and on-budget? ___Yes ___No Why?		



CONSULTANT PERFORMANCE RATING GUIDELINES

1. Name and Address of Consultant or Joint Venture being evaluated. Identify the specific division being evaluated if there is more than one.
2. Total Contract value, including amendments or change orders.
3. Contract completion date. State date the project was completed. Describe any issues if the work was completed beyond the original expected completion date.
4. Type of Contract. Describe the purpose/services of the overall contract.
5. In the comment area, provide rationale for the rating in accordance with the guidance attached to this Guideline. Indicate the performance rating in the far right column.
6. Add the scores and place in this box.
7. Identify Consultant or Joint Venture key personnel who played a major role in the performance rating. Identify their area of primary responsibility and comment on their performance during this contract phase. Do not list personnel not employed long enough to affect performance. In some cases, more than one individual may have served in a key position. List persons that had an effect on the ratings.
8. The reference person should indicate whether the Consultant seemed to be committed to customer satisfaction.
9. Indicate here if the Consultant completed the project within the time constraints and within the proposed budget. Amendments adding to the scope of work are considered within time and budget unless a time extension was needed for consultant to finish the original scope of work.



CONSULTANT PERFORMANCE RATING GUIDELINES

These are suggested guidelines for assigning ratings on a consultant's compliance with the contract performance, cost, and schedule goals as specified in the Scope of Work. The rating for each category does not need to address all of the rating topics shown in the tables below.

Technical Performance (Quality of Product/Service)

Exceptional

- Met all performance requirements / Experienced/knowledgeable staff retained on project throughout rating period
- Minor problems / Highly effective corrective actions / Work and products greatly exceeded expectations
- Excellent communication with client / Prompt follow up / Effective communications with outside agencies and public bodies

Very Good

- Met all performance requirements / Most staff remained throughout rating period.
- Minor problems / Effective corrective actions / Work and products above expectations
- Good communication with client / Good follow up / Good communications with outside agencies and public bodies

Satisfactory

- Met all performance requirements / Generally stable staff
- Minor problems / Satisfactory corrective actions / Satisfactory work and products
- Follow up and communications with client, outside agencies and public bodies met expectations

Marginal

- Some performance requirements not met / Some key staff reassigned during rating period
- Performance reflects serious problem / Ineffective corrective actions / Work and products below expectations / Poor Quality Assurance/Quality Control
- Poor follow up and/or communications with client, outside agencies and public bodies

Unsatisfactory

- Most performance requirements were not met / Most key staff reassigned during rating period
- Recovery not likely / Work and products inadequate / No QA/QC evident
- Follow up and/or communications with client, outside agencies and public bodies inadequate



Cost Control

Exceptional

- Significantly reduced costs while meeting all contract requirements
- Use of internal value engineering or other innovative management techniques
- Quickly resolved cost issues / Effective corrective actions facilitated cost reductions

Very Good

- Achieved overall cost reductions while meeting all contract requirements
- Used innovative management techniques in cost control
- Quickly resolved cost/price issues / Effective corrective actions to facilitate overall cost/price reductions

Satisfactory

- Met overall cost/price estimates while meeting all contract requirements

Marginal

- Do not meet cost/price estimates / Additional funds needed to complete some work
- Poor corrective action plans / No innovative techniques to bring overall expenditures within limits

Unsatisfactory

- Significant cost overruns
- Ineffective or no corrective action plan

Schedule (Timeliness)

Exceptional

- Significantly exceeded delivery schedules / Many deliverables submitted ahead of schedule
- Quickly resolved delivery issues / Highly effective corrective actions
- Communications with client and/or outside agencies anticipated and made ahead of need / Effectively communicates schedule changes
- Effectively communicates unanticipated problems and impacts on project

Very Good

- On-Time deliveries / Some deliverables submitted ahead of schedule
- Quickly resolved delivery issues / Effective corrective actions
- Some communications with client and/or outside agencies made ahead of need / Communicates schedule changes
- Communicates unanticipated problems and impacts on project

Satisfactory

- On-time deliveries / On time communications
- Minor scheduling problems / Did not effect overall schedule

Marginal

- Some late deliveries / Some communications late causing some schedule delays
- Poor corrective actions / Delays in correcting actions causing some cost impact

Unsatisfactory

- Many late deliveries / Communications inadequate and source of many delays
- Significant cost impact / Loss of capability for Client
- Ineffective or No corrective actions



Business Relations

Exceptional

- Highly professional / Responsive / Proactive / Effective use of Partnering
- Prompt and accurate invoicing/construction invoice approvals
- Early and accurate shop drawing review / Accurate submittal logs
- Minor changes made without cost impact / Limited in number / Anticipated early

Very Good

- Professional / Responsive / Use of Partnering
- Accurate invoicing/construction invoice approvals/submittal logs
- Prompt and accurate shop drawing reviews
- Few change proposals submitted on a timely schedule

Satisfactory

- Professional / Reasonably responsive
- Adequate invoicing/construction invoice approvals/submittal logs
- Timely shop drawing reviews
- Reasonable number of change proposals submitted without impact on work effort

Marginal

- Less Professionalism and Responsiveness
- Low user satisfaction / No attempts to improve relations / Some subconsultant complaints
- Unnecessary change proposals / Untimely change proposal submittals

Unsatisfactory

- Delinquent responses / Lack of cooperative spirit
- Unsatisfied user / Unable to improve relations / Significant subconsultant complaints
- Change proposals to correct poor management
- Inappropriate and/or very untimely change proposals / Significant work effort impact