



SOLICITATION FOR QUALIFICATIONS

Design Engineering Services for Improvements to Northside Regional Park (Rillito Regional Park)

September 2013

**Pima County Procurement Department
Design & Construction Division**
130 W. Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434

Solicitation No. 109688



NOTICE OF SOLICITATION FOR QUALIFICATIONS NO. 109688

DESIGN ENGINEERING SERVICES FOR IMPROVEMENTS TO NORTHSIDE REGIONAL PARK (RILLITO REGIONAL PARK)

Pima County is seeking Statements of Qualifications from qualified individuals and/or firms to provide Design Engineering Services for Improvements to Northside Regional Park (Rillito Regional Park).

The selected consultant shall prepare plans, specifications and estimates for the next phase of development at Northside Community Park – referred to as Rillito Regional Park, to include three new natural turf fields, sports lighting for three fields, new parking, culvert for Racetrack Wash, access road development through the eastern end of the site, demolition and rebuilding of the stable complex, development of a horse racing consolidated staging and staff area, river park enhancements, new restroom and ancillary improvements as determined through the design process. Public outreach prior to final construction plans will be required. The scope also includes Post Design/Construction Administration services.

This entire site is a registered historical property, requiring consultation with the Pima County Cultural Resources office and State Historic Preservation Office.

The County intends to award a single contract for the identified scope of services to the most qualified respondent. The County reserves the right to reject any or all qualification statements or withhold award for any reason.

There will be a pre-submittal meeting on September 17, 2013, 10:00 AM. 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 September 30, 2013, 2:00 PM. No statements will be accepted after the date and time indicated. Certified Small Business Enterprise (SBE) firms are encouraged to participate.

The entire solicitation package may be downloaded from the Pima County website: <http://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. Julie Allred regarding documents at phone: (520) 724-3731; fax: (520) 724-4434; or email: julie.allred@pima.gov

Pima County One Stop often has experienced design, professional and administrative staff available for immediate hire. Call (520) 243-6700 or contact One Stop at: <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=28947>

DIRECT QUESTIONS IN WRITING TO: Chris J. Barnhill, CPPB, Commodity / Contracts Officer
Fax: 520-724-4434 / E-mail: chris.barnhill@pima.gov

Publish: The Daily Territorial: September 4, 6, 10, and 12, 2013

/s/Chris J. Barnhill

Chris J. Barnhill, CPPB



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GENERAL INFORMATION

PLEASE NOTE:

SMALL LOCAL FIRM PREFERENCE

On March 6, 2012, Pima County Board of Supervisors passed and adopted Ordinance Number 2012-10 amending Section 2 of the Pima County Procurement Code, Title 11, Chapter 11.12 to establish a means to provide a preference for small, local Architectural and Engineering firms in the award of County Architectural and Engineering Contracts. Points for the Small Local Firm Preference can be solicited by completing the Small Local Firm Preference Certification Form (Attachment 2).

A preference shall be given for small, local firms pursuant to Pima County Ordinance Number 2012-10 as follows:

- a. An Architectural or Engineering firm with fewer than 100 employees in Pima County and headquartered in Pima County shall be deemed an "A" firm and shall receive a preference in the amount of five percent (5%) of the total points available in the evaluation.
- b. An Architectural or Engineering firm with fewer than 100 employees in Pima County, headquartered elsewhere, that has maintained an office in Pima County for a minimum of two years and the majority of whose employees reside in Pima County shall be deemed a "B" firm and shall receive a preference in the amount of three percent (3%) of the total points available in the evaluation.
- c. Preference points shall be computed and assigned separately for each step in the evaluation.
- d. The preference points under this section shall be cumulative and in addition to any other preference points to which a firm may be entitled.

SCOPE OF WORK

The selected consultant shall prepare plans, specifications and estimates for the next phase of development at Northside Community Park – referred to as Rillito Regional Park, to include three new natural turf fields, sports lighting for three fields, new parking, culvert for Racetrack Wash, access road development through the eastern end of the site, demolition and rebuilding of the stable complex, development of a horse racing consolidated staging and staff area, river park enhancements, new restroom and ancillary improvements as determined through the design process. Public outreach prior to final construction plans will be required. The scope also includes Post Design/Construction Administration services.

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 Chris J. Barnhill, CPPB, Commodity/Contracts Officer, Pima County Procurement Department, Design & Construction Division, to chris.barnhill@pima.gov. Questions received less than seven (7) calendar days in advance of the submittal due date may not receive a response.



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.pima.gov/procure/ifbrfp-dc.htm>. 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 submission.

SUBMITTAL

Respondents shall submit one (1) hardcopy original and four (4) 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, and addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Chris J. Barnhill, CPPB, 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.

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 will require subjective judgments by the County.

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 qualifications statement, 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 submission that takes exceptions or proposes alternate language unacceptable to the County.

PUBLIC RECORD

Per A.R.S. §§ 34-603(H), only the names of the persons or firms on the shortlist may be provided prior to award. No other information regarding the evaluation or award shall be disclosed until after Contract award has been made. After Contract award, limited information on the ranking of respondents and the submission of the highest-ranked firm(s) will be available. After execution of the contract(s), all information provided shall become public record and open for inspection. Any material a respondent wishes to remain confidential shall so indicate in writing to the Contract Officer as part of their submission.

CONSULTANT SELECTION PROCESS

1. A Consultant Selection Committee will be comprised of members from the Pima County Project Management Office, Pima County Natural Resources, Parks & Recreation, Pima County Facilities Management, and the City of Tucson Parks & Recreation Department. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee.



2. This committee will review initial proposals, conduct interviews with at least two (2) but no more than five (5) short-listed firms, and recommend the most qualified firm to provide the services based upon the criteria published in this SFQ. The selection committee may not consider fees, price, man-hours or any other cost information in the selection or order of preference.
3. A recommendation for award based on the final ranking will then be forwarded to the Pima County Board of Supervisors for approval. The recommendation will be faxed to each participating firm and posted the Pima County Design and Construction website at <http://www.pima.gov/procure/awards/>.
4. The County intends, but is not obligated, to negotiate fees for these services with the highest ranked firm. If an agreement cannot be reached with the highest ranked firm, the County intends to enter into negotiation with the next lower ranked firm, or firms, or reject all proposals. The County reserves the right to reject any or all qualification statements.

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:	September 17, 2013, 10 am
Statements of Qualifications due:	September 30, 2013, 2pm
Short-List Announced	Week of October 7, 2013
Interviews	Week of October 21, 2013
Final List	Week of October 28, 2013
Award by BOS:	November 12, 2013
Fee Negotiations:	November/December 2013
Final Contract and NTP:	January 2014

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 SUBMISSIONS

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 qualifications statement is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of his submission.

VENDOR REGISTRATION

Pima County has implemented an internet-based vendor registration system for Pima County Vendor Self Service (VSS). 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 <http://www.pima.gov/procure/venreg.htm> . All Vendors must register in VSS.



PROTESTS

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of respondents to check the website.

PIMA COUNTY ONE-STOP

Pima County One Stop often has experienced design, professional and administrative staff available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=28947>

END OF GENERAL INFORMATION



REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

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. Responses should be kept concise, and shall not be more than **seventeen (17)** pages in length, not including the front and back covers, table of contents, or indexed/tabbed pages. *Clear brief responses that are under the maximum page limit are preferred to unclear responses that use the maximum number of pages.* Additional information other than that requested shall not be included or the submission may be rejected.

Summary of evaluation criteria, scores and page limits for submittal:		
Introductory Letter	N/A	1-2 pages
Project Team	25 points	5 pages or less
Qualifications and Experience	30 points	3 pages or less
Project Approach	35 points	4 pages or less
Affirmative Action	1 point	1 page
SBE Utilization	9 points	1 page
Small Local Business Preference	5 points	1 page
Written SOQ Total	105 points	17 pages max
Presentations/Interviews	105 points	
Total Points	210 points	

1. INTRODUCTORY LETTER

1 to 2 pages

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: Chris J. Barnhill, CPPB, Subject: **Solicitation No. 109688: DESIGN ENGINEERING SERVICES FOR IMPROVEMENTS TO NORTHSIDE REGIONAL PARK (RILLITO REGIONAL PARK)**. 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.
- 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 will be *endorsed* as an additional insured on the Consultant's General Commercial Liability and Automobile Liability policies. See requirements in the Sample Contract.
- Contact information regarding questions about the submission. 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. PROJECT TEAM (25 points)

5 pages or less

- a. Provide an Organization Chart depicting all Team Members and reporting structure.
- b. Name briefly the key personnel from the Prime firm and the roles they will perform.
- c. Name briefly the key personnel from all proposed subconsulting firms and the roles they will perform.
- d. Describe the Project Team's approach to QA.
- e. Describe approach for fee control and balance considering the two areas of development – the relocation/consolidation of the horse racing activities and the further development of a soccer complex on the west portion of the site. Address potential phasing opportunities that could exist.

Do not provide/include resumes. Thank You.

3. QUALIFICATIONS AND EXPERIENCE (30 points)

3 pages or less

- a. Provide, in list or table form, the Project Team's experience recreational projects, and developing phased projects within an existing master planned site. Provide specific project experience including dates of recent projects. Offeror shall determine 2 to 3 projects from the list and include on a CD or thumbdrive examples of work product delivered as part of the named project. Example work product can include, but is not limited to, final drafts of the Master Plan deliverable, construction Special Provisions, Final Design drawings, etc.
- b. List experience with Equestrian Development and development of property currently listed as a Historic/Cultural site.
- c. List experience with design and construction of recreational projects (if not listed in a. or b. above).

4. PROJECT APPROACH (35 points)

4 pages or less

- a. Describe your understanding of the concerns of the local community with respect to development at Rillito Park.
- b. Describe proposed options for addressing phasing of construction to allow continued operations at the site during the project.
- c. Describe approach for environmental and cultural coordination required for development of this site.
- d. Describe any key opportunities seen for this project.

5. AFFIRMATIVE ACTION STATEMENT (1 point)

1 page

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



6. SBE UTILIZATION (up to 9 points, submit ATTACHMENT 1)

1 page

Evaluation criteria points for certified Small Business Enterprises (SBE) shall be as set forth by County policy. The City of Tucson's SBE Business Directory is available at www.pima.gov/procure/sbe/SBEDir.pdf and contains the current listing of certified SBE firms that may potentially be used on this project. How the prime firm utilizes SBE firms from these lists and in what areas is completely at the prime firm's discretion. Any questions regarding the SBE Program or the Project Team Member Utilization form may be directed to the Pima County SBE Program Coordinator at (520) 724-8465.

7. SMALL LOCAL PREFERENCE (up to 5 points, submit ATTACHMENT 2)

1 page

Architectural or Engineering Services shall be procured in accordance with Title 34 of Arizona Revised Statutes, except that a preference shall be given for small, local firms pursuant to Pima County Ordinance Number 2012-10 as follows:

- a. An Architectural or Engineering firm with fewer than 100 employees in Pima County and headquartered in Pima County shall be deemed an "A" firm and shall receive a preference in the amount of five percent (5%) of the total points available in the evaluation.
- b. An Architectural or Engineering firm with fewer than 100 employees in Pima County, headquartered elsewhere, that has maintained an office in Pima County for a minimum of two years and the majority of whose employees reside in Pima County shall be deemed a "B" firm and shall receive a preference in the amount of three percent (3%) of the total points available in the evaluation.
- c. Preference points shall be computed and assigned separately for each step in the evaluation.
- d. The preference points under this section shall be cumulative and in addition to any other preference points to which a firm may be entitled.

8. PROFESSIONALISM OF WRITTEN STATEMENT (a maximum deduction of -10 points)

All statements are expected to be prepared in a professional manner. This includes organization, formatting, readability, and accuracy of spelling and grammar.

9. PRESENTATIONS / INTERVIEWS (105 points)

Interviews will be held pursuant to ARS 34-603, and will be scored at 105 maximum points. Before interviews are held, the firms selected for interview will be provided with an outline of the selection criteria and relative weights of the selection criteria to be used for the interview. The evaluation for Affirmative Action Policy, SBE Utilization and Small Local Preference will be arrived at by assigning the same number of points attained in the written evaluation for those criteria.

Firms selected for personal interviews should be prepared to present to the Selection Committee on the date stated in General Information – Tentative Selection Schedule paragraph of this Solicitation. The Procurement Department will advise the invited firms of the definitive time and place on or about 14 calendar days prior to interviews.



SELECTION

The total score for the written proposals will be added to the total score for the interviews and averaged to arrive at a final score, with the highest ranked firm being recommended for award. The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent.

END OF REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA



SAMPLE PROFESSIONAL SERVICES CONTRACT

<p>PIMA COUNTY PUBLIC WORKS DEPARTMENT</p> <p>PROJECT: DESIGN ENGINEERING SERVICES FOR IMPROVEMENTS TO NORTHSIDE REGIONAL PARK (RILLITO REGIONAL PARK)</p> <p>CONSULTANT:</p> <p>AMOUNT:</p> <p>FUNDING:</p>	
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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 (CONSULTANT Name), herein after called CONSULTANT.

W I T N E S S E T H

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

WHEREAS, CONSULTANT is qualified and willing to provide such services; and

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 109688, CONSULTANT was deemed to be the most qualified for this Project; and

WHEREAS, at their regularly scheduled meeting held _____, 20__, COUNTY Board of Supervisors authorized award of contract to CONSULTANT, contingent upon successful negotiation of scope and fee; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE I – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract shall commence upon execution by the Board of Supervisors, and shall terminate on ____, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY shall have the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.



ARTICLE II – SCOPE OF SERVICES

CONSULTANT agrees to provide _____ Services for the COUNTY as described in **APPENDIX A: SCOPE OF SERVICES** (__ pages), an attachment to this contract.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed _____ (\$ _____). CONSULTANT’S fees shall be as stated in **APPENDIX B: CONSULTANT FEE SCHEDULE** (__ page), an attachment to this Contract. 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.

Unless otherwise agree, CONSULTANT shall submit invoices monthly. 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.

For the period of record retention required under Article XXII, 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:

Commercial General Liability - \$1,000,000

Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage

Professional Liability - \$1,000,000

If required by law, Statutory Workers' Compensation including Employer’s Liability.

Insurance must be from carriers acceptable to COUNTY. CONSULTANT shall provide COUNTY with certificates of insurance for all required insurance. Pima County shall be endorsed as an additional insured on CONSULTANT’S General Commercial Liability and Automobile Liability policies, with respect



to liability arising out of the activities performed by, or on behalf of the CONSULTANT. All certificates must provide for a 30 day advance notice of non-renewal or cancellation.

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources.

ARTICLE V – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting 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 COUNTY, its agents, employees or indemnitees.

ARTICLE VI – COMPLIANCE WITH LAWS

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 – STATUS OF CONSULTANT

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 – CONSULTANT'S PERFORMANCE

CONSULTANT shall perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT shall employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT shall obtain the approval of COUNTY.

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT shall correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such



deficiencies shall be at no cost to COUNTY.

ARTICLE IX – NON-WAIVER

The failure of COUNTY to insist in any one or more instance upon full and complete compliance with any of the terms and provisions of this Contract 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 sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE X – 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 XI – NON-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 XII – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subconsultants. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONSULTANT shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XIII – 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 XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:



"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a CONSULTANT to any other party to the contract with respect to the subject matter of the contract."

ARTICLE XV – 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 XVI – TERMINATION FOR CONVENIENCE OF COUNTY

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 XVII – 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 XVIII – NOTICES

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

COUNTY:

CONSULTANT:

ARTICLE XIX – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in Solicitation for Qualifications # 109688, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT shall perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE XX – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE XXIV are first exhausted. 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 XXI – 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 XXII – 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.

CONSULTANT shall retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.



ARTICLE XXIII – DELAYS

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE XXIV – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties shall continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE XXV – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. The COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE XXVI – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR 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 information submitted related to this Contract that respondent believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index shall be a Public Record and shall not include any information considered confidential.

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. CONTRACTOR 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 XXVII – 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 subconsultant 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 subconsultant in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT’S or any subconsultant’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 subconsultant, 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 subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

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ARTICLE XXVIII – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

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

PIMA COUNTY:

CONTRACTOR:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

ATTEST:

Date

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date



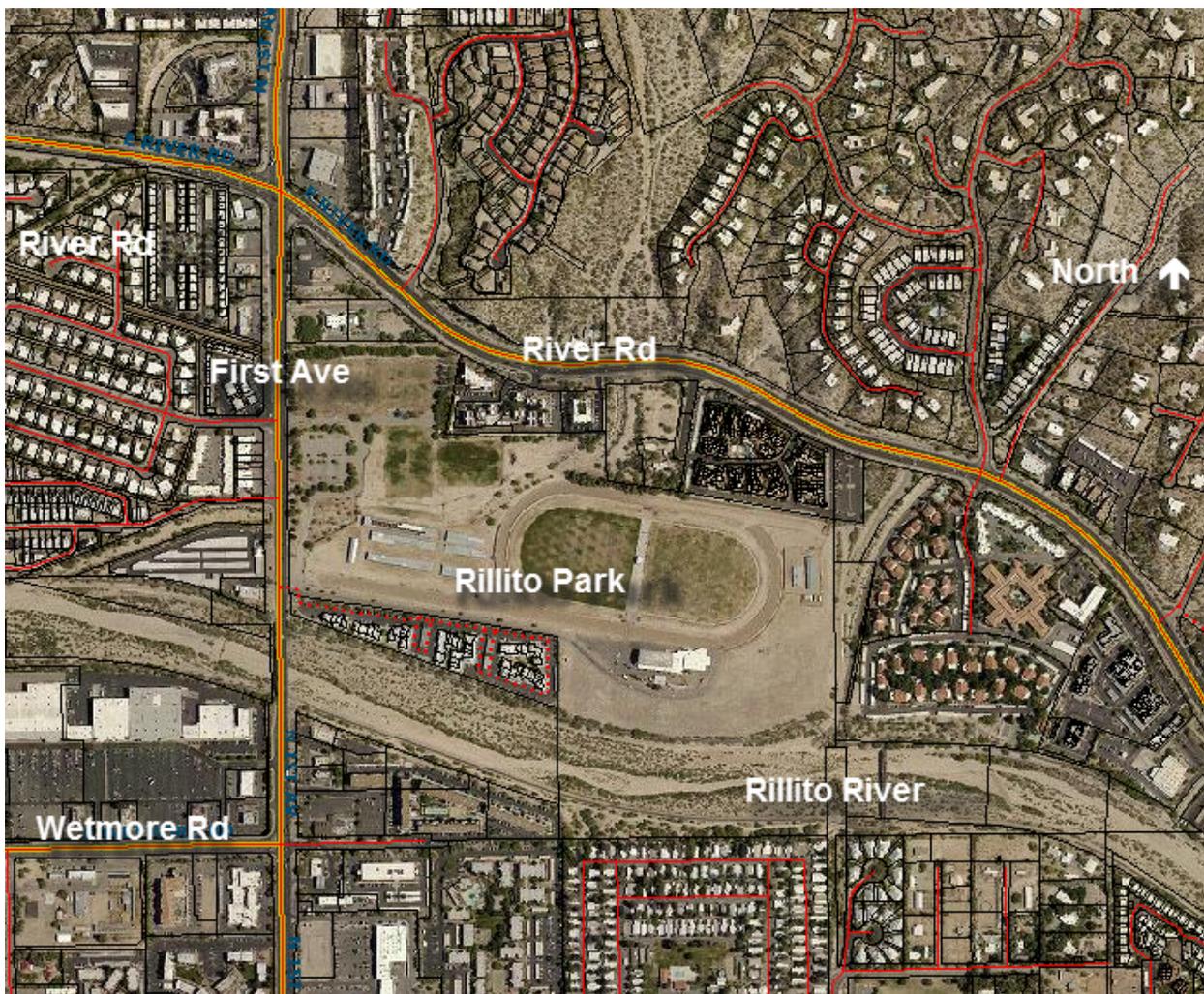
EXHIBIT 'A' - SCOPE OF SERVICES

Consulting Services for Improvements for the Northside Regional Park, at Rillito Regional Park

SECTION 1 Background and Project Description

Project Location:

This project is located at the existing Rillito Regional Park, located at 4502 N. 1st Ave in Tucson. This park is 87 acres and currently hosts soccer, horse racing and large events onsite.



Project Description:

The Northside Regional Park is a 2004 GO Bond project, PR4.31 that was originally scoped to create a new northside community park to address a shortage of park facilities as defined in the City of Tucson Parks and Recreation Strategic Service Plan 2013. At this time, the bond project is being amended to list the scope of work as:



This project includes the design and construction of soccer fields and associated support facilities to serve north side residents. The design of the soccer fields will be confirmed through a public participation process. The fields will be developed at Rillito Regional Park.

The project will need to accommodate the current uses on site, particularly that of horse racing, and expand on soccer usage. There is an existing first phase and future master plan that is the basis for the project, and should be used for construction document development. The development is currently expected to install three new natural turf fields, sports lighting for three fields, new parking, culvert for Racetrack Wash, access road development through the eastern end of the site, demolition and rebuilding of the stable complex, development of a horse racing consolidated staging and staff area, river park enhancements, new restroom, and ancillary improvements as determined through the design process.

This entire site is a registered historical property, requiring consultation with the Pima County Cultural Resources office and State Historic Preservation Office. The first phase expects some adjustment to the existing Racetrack Wash to accommodate maximum parking and soccer field layout. Public outreach prior to final construction plans will be required.

General Scope of Work and Schedule:

The general scope of work under this consultant services contract shall include the following items. The proposal should expand on this scope of work. In addition, the proposal should include a project schedule that corresponds with the schedule outlined below.

- **Design Development including Construction Documents** **(8 months + 90 days)**
 - 30% design plans
 - 60% design plans
 - 90% design plans
 - Bid documents (100% Plans)
 - Permits
 - A 90 day Pima County procurement process follows construct documents in order to award the construction contract

- **Construction Administration** **(10 months)**
 - Bid coordination/review
 - Construction Administration
 - As-builts and close out documentation

The Consultant shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. All Pima County Parks and Recreation facilities shall be in compliance with the Americans with Disabilities Act. The Proposal Submittal shall include all permitting and environmental mitigation requirements that may be necessary for completion of this project.

The follow list of tasks is not necessarily inclusive and is offered only for the Consultant's convenience. The Consultant shall be responsible for professional **design development including construction documents and construction administration** services for improvements to **Rillito Regional Park**, and shall propose a full and comprehensive scope of work in the submitted proposal.



Project Management:

The Consultant shall provide a Project Manager who will be in charge of all activities of the project. The Consultant's project manager will allocate the Consultant's resources and establish all internal staff responsibilities. The County will provide a PM who will serve as the Consultant PM's primary contact, and this PM may be either internal County staff, or an external consultant.

Project Communication:

Project communication shall be conducted by e-mail or written correspondence to maintain a clear record of decision. The PM shall receive all e-mail correspondence and shall be copied where a third party is being contacted. Official and other signed documents may be delivered directly to the PM or may be mailed. Telephone correspondence is acceptable only when followed immediately by a confirmatory e-mail.

Quality Assurance /Quality Control:

The Consultant will perform internal quality assurance and quality control (QA/QC) activities. The Consultant shall identify the QA/QC Staff that will provide guidance on project methodology and criteria, review of project deliverables, and will perform checks of engineering calculations.

The Consultant has total responsibility for the accuracy, timeliness and completeness of the work and documents furnished. The County PM will review the submittals to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented. Deliverables shall be accompanied by a QA/QC review stamp, with a signature and date space for the document author and the QA/QC responsible party.

SECTION 2: Scope of Work

TASK 1.0 GENERAL ADMINISTRATION

The following tasks include general administrative duties related to meetings and scheduling.

Subtask 1.1 Kick-off Meeting

The Consultant shall coordinate and facilitate a kickoff meeting with the project team and selected Pima County (County) staff to outline the scope of work, and discuss the overall goals of the project. The kick-off meeting shall identify and/or include key personnel or stakeholders that will provide input to aid Consultant. The Kick-off meeting will identify areas that need additional input or further research, and will set the main goals for upcoming design efforts.

Deliverable 1.1: Consultant shall prepare the minutes from the kick-off meeting for distribution to the attendees within five (5) working days of the meeting.

Subtask 1.2 Public Outreach Meeting(s)

The Consultant shall work with the County for any scheduled public meetings required. Per the bond language, one public meeting will be required as part of a public participation. This should be scheduled for after the 60% plans are completed, but prior to final design documents. The goal is to receive public participation with respect to the placement of scope elements on the site. Public meetings will require some or all of the following services:

- Presentation materials



- Survey / comment cards for documentation, with review
- Present design concepts

Deliverable 1.2: Consultant shall prepare any materials needed for the meeting, including maps, boards or digital presentations. Consultant shall document any outcomes from the public meeting that require response or impact decisions.

Subtask 1.3 Progress Meetings

The Consultant shall schedule and facilitate over the shoulder progress meetings on a **monthly or bi-weekly** basis to review the work progress and solicit comments and information. These meetings will identify efforts and expectations for the remainder of the work. The Consultant shall prepare the agenda and minutes of progress meetings for review and approval by the PM prior to distribution. Construction administration meetings shall be included in Task 4.0, below.

Deliverable 1.3: The Consultant shall prepare the Progress Agenda with key progress issues to be delivered at each progress and review meeting. Consultant shall prepare the minutes from the progress meeting(s) for electronic distribution to the attendees within five (5) working days of the meeting. Action items or key decisions should be the focus of meeting minutes.

Subtask 1.4: Scheduling

The Consultant will provide a schedule developed in MS Project 2007 (or compatible) of all planned tasks and activities for the project. The schedule shall include critical milestones and deliverable dates for each task, and identify the critical path. Schedules should be reviewed monthly for updated, and if a task is noted to be behind schedule during the schedule review, Consultant will develop a schedule recovery action plan for that task. A copy of the schedule recovery action plan shall be turned in to PM for review and filing.

Deliverable 1.4: On a monthly basis, included in the Progress Meeting, a schedule of activities will be turned in to PM describing the work performed and the status of completion (See Above). Additionally, if required, any **Schedule Recovery Action Plans** will be developed and transmitted to the County within five days of the meeting where delay was identified.

TASK 2.0 BACKGROUND STUDIES AND DOCUMENTATION

The following tasks define the Consultant's scope of services for the background studies or documentation for related work for the improvements to Rillito Regional Park. In performing these tasks, the Consultant shall explore all of the issues in order to provide the required background for decisions to be made regarding the development of plans and specifications. If the Consultant discovers a legal, physical or economic problem regarding the improvements at Rillito Regional Park, the Consultant shall inform the Pima County Program Manager.

Subtask 2.1 Background Documentation

The County and City already have an agreed upon master plan, with recommended current project installation. However, the following items must be reviewed as part of the design process for the project scope as defined. These items will impact design decisions and detailing of the project.



- 1) **Hydrology:** The Consultant shall prepare a hydrologic report so that the Master Plan accurately reflects existing drainage conditions and proposes adequate drainage solutions. In addition, the Consultant shall respond to any permitting requirements of the U.S. Army Corps of Engineers. Racetrack Wash is a known element through the park. It is unclear what level of disturbance will occur.
- 2) **Soils/Geotechnical:** The Consultant shall be responsible for furnishing all soil testing and geotechnical reporting necessary to provide the aforementioned improvements to Rillito Regional Park. The initial Master Plan should provide information for locating the geotechnical testing. The Consultant shall be responsible for notifying the Pima County Program Manager when and where soil testing and geotechnical site work will occur. The geotechnical company must locate and mark all utility lines prior to beginning site work (comply with blue stake; and coordinate with onsite development through NRPR). The geotechnical work must respond to the development needs of the project which includes but is not limited to structural and planting considerations. The geotechnical work should include digital photographs of the site including a site overview, specific significant features, and the areas where boring tests are taken. Archaeological clearance for geotechnical work may be required if work is accelerated.
- 3) **Archaeology:** The Consultant shall be responsible for incorporating the results of a cultural resource survey in the development of the design documents. This survey report will be provided by the County unless notified otherwise.
- 4) **Vegetation:** The Consultant shall prepare the Master Plan to respond to the native vegetation as much as is practicable. Public park development is not required to provide a native plant plan, however see item 5 below for endangered species issues. The County prefers to retain existing planting where practicable, and expects installation to meet in principle goals of the NPPO. Riparian ordinance mitigation should also be addressed as a part of this task.
- 5) **Endangered Species:** The Consultant shall be responsible for the completion of all work regarding endangered species as it pertains to requirements set forth by Arizona Game and Fish Department and the U. S. Department of Fish and Wildlife Service. The area immediately surrounding and including the proposed development must be reviewed for federal listed endangered species, both flora and fauna. As an already disturbed site within the urban core, this is not expected to be a major concern for this site.
- 6) **Public Outreach:** Public outreach meetings as outlined in Task 1.0 shall be incorporated into the background documentation efforts.
- 7) **Survey/ROW:** The Consultant shall provide appropriate survey work to determine the site physical and legal constraints. Any issues regarding ownership, easements or required land acquisition shall be identified at this time.

Deliverable 2.1: Consultant shall provide background documentation from the efforts below as appropriate. These may be incorporated with the 15% design submittal. These should be developed with the existing master plan/phasing plan in mind.

1. **Survey/Legal Descriptions**
2. **Reports including Geotechnical, hydrological, biological or other mentioned above.**



TASK 3.0 DESIGN SERVICES

The following tasks shall be considered the design services for this project.

Subtask 3.1: Plans, Specifications and Estimates

The Consultant shall produce construction contract documents including Plans, Specifications and Estimates (PS&E) so that a construction contractor can efficiently prepare a bid, obtain permits and build the improvements to the Rillito Regional Park. PS&Es shall also allow the Pima County Program manager the ability to easily monitor the contractor's performance and conformance with specifications, and track progress towards completion of the project. All PS&Es shall be stamped as required by the appropriately licensed professional, registered with the State of Arizona.

The Consultant shall be responsible for the preparation of project construction cost estimates to determine the budgetary requirements of development. Cost estimates are to include all aspects of the PS&Es, permit fees, utility costs, a minimum of 7% contingency and any other specific items that will be necessary in order to develop the project during construction. Cost estimates will be required at each milestone submittal for the PS&E development.

The consultant shall prepare a proper bid schedule for the project, including, but not limited to, a construction bid alternate schedule as well as a bid unit price schedule/breakdown, to help assure the project is within budget and for contractor bidding purposes. The bid schedule must include a paragraph indicating that the provided bid schedule form and associated quantities are for the convenience of the bidders and are for reference during project change orders. The bidder is responsible for bidding all items represented on the PS&Es, whether or not they are represented in the bid schedule.

As part of the design services, all required permits should be coordinated with the appropriate agencies and ready for pickup by the Contractor after contract bid/award. The Consultant shall work with the County to determine the required permits, and develop the appropriate materials required for permit submittals. The consultant shall respond to all agency comments as needed to complete permit requirements.

The Consultant shall use the existing standard NRPR specifications and details to the fullest extent possible, to save design efforts as well as ensure compliance with the standards.

The following items, in addition to any above planning elements, shall be considered during the design services tasks.

- 1) **Layout:** The Consultant shall be sufficiently dimensioned for final grading plan approval, and so that a contractor may accurately cost estimate during bidding and install during construction.
- 2) **Grading:** The Consultant shall be responsible for all necessary field survey work required to complete the PS&Es. Plans must include critical spot elevations and cut and fill calculations/locations. The Consultant shall submit Grading Plans to Pima County Flood Control for review, and shall be responsible for all revisions to the PS&Es that will be necessary to obtain permits at the time of construction. The Consultant shall be responsible for coordinating Grading Plan review and approval by the Pima County Flood Control Department.
- 3) **Electrical:** The Consultant shall be responsible for determining all existing electrical services and any electrical requirements necessary to provide park improvements including complete electrical



- distribution plans, specifications and details. Park electrical improvements include (brief summary of facilities that will require lighting/elec). Consultant shall coordinate with the utility companies in order to develop the appropriate design needs of the project. This includes any new service utility easements / legal descriptions required by the utility for the improvements. This may also include determining any impacts to existing utilities, and coordination with the utility companies as needed for construction installation.
- 4) **Water:** The consultant shall identify the capacities and location so the existing water utility service(s). This information shall be used to design any potable water systems and the irrigation system. The consultant will coordinate with the appropriate utility provider regarding any new service requirements, including any easements / legal descriptions required by the utility for the improvements. The Rillito Regional Park may require an increase in reclaimed water service for irrigation, to be coordinated with Tucson Water.
 - 5) **Wastewater:** The Consultant shall identify the wastewater requirements of the proposed improvements and prepare the PS&Es accordingly. In addition, the Consultant shall respond to Pima County Building Code requirements regarding the proximity of potable and irrigation water lines to wastewater systems. The consultant will coordinate with the appropriate review agency for permitting requirements, depending on the selected wastewater system. This may require coordination either locally or at the state level.
 - 6) **Landscape:** The Consultant shall include PS&E's for landscape treatments including any mitigation requirements per ordinance. Landscape specifications must respond to the geotechnical report information, findings and recommendations for subsurface soil preparation, turf root zone soil amendment and vegetation planting pit preparation and amendment.
 - 7) **Irrigation:** The PS&Es shall respond to the capacities and locations of the existing water utility service. The Consultant shall provide additional details and specifications as need to respond to specific site design requirements. The Consultant shall consider water capacity onsite, including the potential need for supplemental pumping.
 - 8) **Public Art:** The Consultant shall be responsible for coordinating and working with the artist commissioned for the public art component of the project. The Pima County Program Manager is responsible for retaining the artist under separate contract.
 - 9) **Stormwater:** The Consultant shall provide appropriate stormwater pollution prevention plans (SWPPP) to meet current requirements under the current AZPDES permit. Where possible, the SWPPP plans should take advantage of reaching final stabilization at the end of construction and retain stormwater onsite as water harvesting where practicable. These plans shall include best management practices and serve for the contractors to use as a baseline for the bidding process. The Consultant shall provide assistance to the County for the owner's NOI as needed. During construction, the Consultant shall provide observation of the contractor's installation to the County as the County's agent.
 - 10) **Traffic:** The Rillito Regional Park has two entries from First Avenue, and one from River Road. This project should look at the current use of these entries, and may suggest any roadway improvements that may be required. This will require coordination with both the City and County Transportation departments.
 - 11) **Onsite Recreational Activities:** The construction plans should accommodate where practicable the continued use of the remainder of the site. This might involve providing specifications or instructions to the Contractor to clearly identify critical events or expectations of the County with respect to operation during construction. This applies to access, safe use, and utility functionality (irrigation systems).



Deliverables: 3.1: Consultants shall provide the completed PS&Es, and shall prepare progress submittals for milestone over the shoulder reviews as follows. Over the shoulder reviews consist of meetings with all stakeholders to review progress and receive immediate feedback and direction. PS&Es should be posted digitally at least 5 business days before the review meeting. Documentation of the reviews will consist of a PDF set of plans dated to match the review, and any meeting notes or action items resulting from the meeting. Formal owner review periods and submitted comments will not be required. Final 100% plans shall be submitted digitally as PDFs.

1. **30% plans**
2. **60% plans** (including a review with building code officials or agencies if required)
3. **90% plans**
4. **100% plans** *construction permitted bid set; no review meeting required*

TASK 4.0 POST DESIGN / CONSTRUCTION ADMINISTRATION

The Consultant shall be responsible for assisting the Pima County Program Manager with construction administration and post design tasks. The Consultant shall provide

Subtask 4.1: Assistance during Construction Bid

The Consultant shall provide necessary support to the County during the construction bid process. This may include, but is not limited to, answering requests for information (RFI's), providing supplemental addenda information, substitution request reviews, and bid review/evaluations. Pima County shall provide the direct outreach, advertisement and coordination of the bid process.

Deliverables 4.1: The Consultant shall provide written documentation in support of the construction bid process to be used as part of the PS& E package, including RFI responses, and any required amendments/supplemental documents to the PS&Es. Additionally, the Consultant will provide a written evaluation of the bids as received by the County.

Subtask 4.2 Construction Administration Services

The Consultant shall be responsible for ensuring construction conformance to the plans. This shall be provided through construction meetings, field observation and inspection as needed, submittal reviews, responses to RFI's, and review of any materials testing/special inspection materials. Specific inspections or requirements for testing should be followed as documented in the permits or PS&E's. The Consultant shall set the frequency of construction meetings determined on the level of difficulty of the work in agreement with the County and Contractor.

Responses to Submittals, RFI's or other communications from the Contractor shall be within five working days. Change Orders shall be reviewed with the Contractor and County, and any proposed changes that result in an amendment to the construction contract will be processed by the County prior to the Contractor being directed to perform the work.

Substantial completion will be documented by the Consultant, and shall only be awarded when the project is ready for useful occupation, significant construction work is fully completed, and a punch list is developed for all other remaining contractual obligations by the Contractor. This shall be documented with a substantial



completion letter. Final Acceptance will be determined upon completion of the punch list and any other requirements of the PS&E's such as maintenance and operations materials.

Deliverables 4.2: The Consultant shall provide written documentation for the following items.

1. **Construction Meeting Minutes**
2. **Submittal Reviews**
3. **RFI's**
4. **Change Order Proposal (review/recommendation)**
5. **Progress Photos during Construction**
6. **Substantial Completion/Punch List**

Subtask 4.3 As-Built and Close-out Documentation

The Consultant shall be responsible for approval/coordination of the As-Built documentation for the project, as provided by the contractor. Key areas of concern are the utility installation, and the location of all irrigation and electrical distribution. Any close out requirements for permits should be concluded at this time, such as discharge permits requirements if needed. The consultant shall package the as-built drawings plus any warranty, spare parts, maintenance/operation or other contractor provided information and review for completeness. Once approved, these shall be turned to the County's project manager.

Deliverables 4.3: Contractor will provide Consultant red-lined drawings noting the as-built conditions. Consultant shall provide the County complete Record Drawings in hardcopy and electronic form, two (2) hard and two (2) digital disc copies. There shall be the number of O&M documents provided by contractor per the specifications.

Subtask 4.4 Post Design Services

In cases where the County identifies the need for specific activities not presently delineated within this "Scope of Work", but necessary to the completion of the project, the County shall negotiate with the Consultant to perform the necessary work and assure that appropriate compensation is available, if an agreement is reached. Such work shall be necessary to assure a complete and comprehensive project or to respond to unforeseen problems in achieving the contractual goals. The County representative shall prepare a written description of the work to be performed and solicit a written proposal from the Consultant, which addresses both cost and timing.

Use of the As-Needed Design Allowance must be approved in writing by the County prior to any work under this Task.

Deliverables 4.4: The Consultant shall perform as needed post design services as approved.



SECTION 3 Estimated Fee Proposal

Consultant will prepare costs associated with each major task and deliverable, **AFTER selection process is completed and if negotiations are entered upon with consultant.** The table below shows the format for each task estimate and the total project fee. *Note: Task 3.0 and Task 4.0 should show the subtask costs itemized and then rolled up into the main task. The Consultant shall show all work items and level of effort, whether or not listed in the summary table.*

Invoices shall be prepared and submitted on a monthly basis to cover the previous month's work, using a similar format to that provided below. Consultant must include backup information (including sub-consultant billing) with the monthly invoice.

Fee Proposal Structure:

*****SAMPLE DO NOT SUBMIT WITH SFQ RESPONSE*****

Task	Description	
Section 2: Scope of work		
1.0	General Administrative Tasks	\$
2.0	Master Planning/Planning Tasks	\$
3.0	Design Tasks	\$
3.1.1	30% design	\$
3.1.2	60% design	\$
3.1.3	90% design	\$
3.1.4	100% PS&Es	\$
4.0	Post Design Services	\$
4.1	Assistance During Construction Bid	\$
4.2	Construction Administration	\$
4.3	As-built and Closeout Documentation	\$
4.4	As-needed Design Services	\$
Sub Total:		\$
5.0	Reimbursables	\$
TOTAL		\$

SECTION 4 Project Schedule

The Consultant shall submit a schedule, including all tasks, deliverable dates, and review periods with their fee proposal. Schedule issues will be discussed and coordinated between the Consultant and the County by no later than the Kickoff meeting above. See subtask 1.4 for schedule requirements. The project schedule shall include key tasks including: estimated design completion, permitting, and construction timelines.



SECTION 5 County Responsibilities

Pima County's responsibilities include, but are not limited to, the following:

1. A County PM will be assigned to represent the County.
2. The County PM will coordinate with the Consultant regarding the Consultant's contract, deliverables and invoices.
3. The County PM will assist with advertisement, scheduling and other support duties for the public outreach / public meeting process.
4. The County PM will supply the Consultant with printed copies of all relevant reports, studies, and plans to accomplish the project scope. The County PM shall also supply the Consultant with electronic copies of these documents when available.
5. The County will provide conference room space for scheduled meetings.

END OF EXHIBIT 'A' - SCOPE OF SERVICES



ATTACHMENT 2 - SMALL LOCAL PREFERENCE CERTIFICATION FORM

Complete and Return with Your Qualifications Statement

SOLICITATION NO. 109688 – DESIGN ENGINEERING SERVICES FOR IMPROVEMENTS TO NORTHSIDE REGIONAL PARK (RILLITO REGIONAL PARK)

Firm Name: _____

I certify that this firm:

Is headquartered in Pima County and maintains an office in Pima County with fewer than 100 employees.

–or–

Is not headquartered in Pima County, but has had an office in Pima County for at least two years with fewer than 100 employees, the majority of whom reside in Pima County.

If neither box is checked, or if you fail to return this form, it will be ruled that your firm does not qualify for the "Small Local Firm Preference."

Signature

Title

Firm Name

Street Address

City, State Zip

Phone

Date