PIMA COUNTY

NOTICE OF SOLICITATION FOR QUALIFICATIONS NO. 117707
FLOOD CONTROL SERVICES QUALIFIED CONSULTANTS LIST

Pima County is seeking Statements of Qualifications (SOQs) to develop a Qualified Consultants List (QCL) to perform as-needed Flood Control Services. This solicitation will result in the establishment of new Flood Control Consulting Qualified Consultants Lists for services in the following areas: 1) Floodplain Management and 2) Engineering. Consultants may submit for either list or both lists in their response. The complete scope of services is located in the solicitation documents. The County intends to recommend up to five of the highest ranked qualified firms for each list. The list may remain in place for a period of up to five years, pursuant to County Board of Supervisors Policy D29.1 B. I. C.

Work awarded through the Flood Control Services QCL shall not exceed $250,000 per project. Each individual project generally should be completed within one year or less. The Procurement Director may extend the contact term for two additional one-year periods for the purpose of project completion. Under no circumstances shall any contract exceed $250,000, and no firm shall be awarded more than $500,000 per calendar year, per list.

The estimated annual expenditure for as-needed Floodplain Management Services is approximately $500,000.00, and the estimated annual expenditure for as-needed Engineering Services is approximately $350,000.00. There is no guarantee that any work will be awarded.

The Pima County Small Local Architectural and Engineering Firm preference per Procurement Code 11.12.030. D. shall apply. Certified Small Business Enterprises (SBE) firms are encouraged to participate.

The complete solicitation 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, Tucson, AZ, 85701.

A pre-submittal meeting will be held on November 14, 2013, 10:00 AM in the Procurement Department Conference Room, 3rd Floor, County Administration Building, 130 W. Congress Street, Tucson, Arizona. Attendance is optional, but encouraged.

SOQs are due no later than 2:00 PM, LOCAL TUCSON TIME, November 26, 2013. No proposals will be accepted after the date and time indicated.

Selection of Consultants shall be at the discretion of Pima County and the County reserves the right to reject any or all qualification statements.

Publish: The Daily Territorial – October 30, November 1, 4, 6, 2013

/s/Chris J. Barnhill CPPB

Contracts Officer

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GENERAL INFORMATION

INQUIRIES

All inquiries regarding this solicitation shall be written and directed to Chris J. Barnhill, CPPB, Commodity/Contracts Officer, Pima County Procurement Department, Design & Construction Division, at (520) 724-4434, or email 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

If submitting for both lists: Respondents shall submit one (1) hardcopy original and six (6) hardcopies of *Part I: Statement of Qualifications*, and in a separate sealed submission, one (1) hardcopy original of *Part II: Procurement Department Information Only* as further described in the Required Submittal Information and Evaluation Criteria Section of this document.

If submitting for only one list: Respondents shall submit one (1) hardcopy original and three (3) hardcopies of *Part I: Statement of Qualifications*, and in a separate sealed submission, one (1) hardcopy original of *Part II: Procurement Department Information Only* as further described in the Required Submittal Information and Evaluation Criteria Section of this document.

The hardcopies shall be delivered 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: Chris J. Barnhill, CPPB, 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.

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.

MASTER AGREEMENT

These SFQ documents contain a sample copy of the Master Agreement that the selected firms will enter into with Pima County. The Master Agreement constitutes the terms and conditions of a contractual agreement for a particular project for services issued under the QCL. When the need for services is identified, authorized County representatives may negotiate with a Consultant on the QCL for the necessary scope and total fee utilizing the Consultant's agreed-upon maximum hourly rates established in the Master Agreement. Upon successful negotiation of scope and fee, Consultant will receive a County issued Delivery Order, which shall constitute County's acceptance of Consultant's offer. The issuance of the Delivery Order, without more, shall constitute the Agreement between the parties for the required work.

By submission of a qualifications statement, each Firm will be certifying to the County that the Master Agreement 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

Only the names of the persons or firms recommended for placement on the QCL may be provided prior to execution of the Master Agreement. No other information regarding the evaluation or award shall be disclosed until after execution of the Master Agreement. After execution, 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 staff members from the Pima County Regional Flood Control District. This committee will evaluate submissions and determine the highest ranked firms for placement on the QCL. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County.

2. Procurement will make a recommendation of firms for placement on the QCL to the Procurement Director based on the evaluation scores. The recommendation will be faxed to each participating firm prior to the Procurement Director's approval. Selection of Consultants shall be at the discretion of Pima County and 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	November 14, 2013
Statements of Qualifications due:	November 26, 2013

Final List	Week of December 15, 2013
Final Master Agreement and NTP:	December 2013/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 will be measured from the date the Notice of Recommendation for placement on the QCL is issued.

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 visit the Pima County One Stop Career Center Employer Resources website at http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=28947

END OF GENERAL INFORMATION

SCOPE OF SERVICES

Consultants selected for the Qualified Consultant List (QCL) may be requested to perform various Flood Control Services. The scopes of work for as-needed Flood Control Services are divided into two categories: (I) Floodplain Management Services and (II) Engineering Services.

*****Consultants must identify in their proposals the categories for which they are proposing.*****

I. **Floodplain Management Services** include, but are not limited to, flood insurance studies, basin and river management studies, and comprehensive water resource and master drainage plans. Typical Floodplain Management Services include:

- Perform floodplain mapping activities including flood insurance studies (FIS), letters of map revision (LOMRs), letters of map amendment (LOMAs), conditional letters of map revision (CLOMRs), physical map revisions (PMRs) for submittal to the Federal Emergency Management Agency (FEMA), and mapping locally-defined floodplain areas;
- Prepare basin and river management studies, including hydrologic, hydraulic, and sediment transport data/analyses;
- Prepare concept reports for flood control projects;
- Prepare regional river master plan study including hydrologic, hydraulic, transportation/transportation alternatives, linear park environmental and restoration, water harvesting, groundwater recharge and other elements associated with community master planning of the river corridor.
- Prepare opinions of probable cost and conduct benefit/cost and other economic analyses;
- Investigate drainage problems or complaints, document and provide potential solutions;
- Prepare and/or review drainage reports and improvement plans;
- Provide technical support and review for comprehensive water resource and master drainage plans;
- Provide legal and expert witness support for the District;
- Provide public participation support for District projects;
- Provide survey services as necessary;
- Perform other services as required by the District.

II. **Engineering Services** include, but are not limited to, hydrologic and hydraulic engineering, design, project review, and project management. Typical Engineering Services include:

- Prepare and/or review drainage reports, hydrologic and hydraulic analyses, culvert and storm drain analyses, sediment transport and scour analyses, geotechnical analyses, material and structural analyses;

- Prepare and/or review construction drawings, improvement plans, special provisions, cost estimates, and other necessary design documents;

- Prepare and submit utility plans, specification, estimates, by pass plans and reports, and assist in securing permits necessary for relocation of utilities as part of an ongoing or proposed project.

- Perform major watercourse engineering services, including master plan support, establishment of as-built baseline conditions, aerial mapping and surveying services, technical studies, design services, ACOE NWP and other necessary environmental permitting, linear park consulting services, alternatives and cost/benefit analyses, maintenance plans, and property ownership / easement / ROW services.

- Perform flood control feasibility studies for design of flood control improvements or river parks;

- Provide public participation support and displays for District projects;

- Perform project management services for District projects;

- Prepare opinions of probable costs and conduct benefit/cost or other economic analyses for the above-referenced services and products;

- Prepare legal property descriptions, stake property descriptions, design survey services, as-built surveys and Right-of-Way maps;

- Provide technical support for federal or state sponsored projects such as those in conjunction with the U. S. Army Corps of Engineers, Natural Resources Conservation Service, Environmental Protection Agency, U. S. Fish and Wildlife Service, Bureau of Reclamation, Arizona Water Protection Fund, Arizona Game and Fish Department;

- Provide expertise, technical support, administrative assistance in identifying and complying with permitting requirements, and completing and submitting permit applications, such as 401, 404, NPDES, APP, water rights applications, local NPPO, and other Federal, State and local permits;

- Perform other services as required by the District.

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

Proposals shall be bound on the left side. Front and back covers are optional and do not count in the page limits. If covers are utilized, please use recyclable materials. The proposal pages shall not exceed 8 ½ x 11 inches in size. 11 x 17 inch sheets may be used as required to depict organizational charts, prior project experience tables, or project schedule diagrams only, and shall be folded to 8 ½ x 11-inches. The copy marked "Original" shall be printed single sided only. The additional copies may be duplexed at Respondents discretion.

Each section should be indexed/tabbed (i.e. Project Team, Qualifications & Experience, etc.). The index/tab sheets are not counted in the page limits. Do not utilize the index/tab sheets for additional text or photographs related to the requested evaluation material.

All typewritten pages shall be single-spaced and type font should be Arial, Times New Roman, or equivalent, 10 pt. or larger, with text margins spaced no smaller than a half inch, not including left side gutter, top header letterhead/logo or bottom page footer. Responses should be thorough, yet concise.

Any and all questions must be in writing and sent to the attention of the Commodity/Contracts Officer via email chris.barnhill@pima.gov or via fax to 520-724-4434.

The SOQ submittal shall be comprised of the following:

If submitting for both lists: Respondents shall submit one (1) hardcopy original and six (6) hardcopies of *Part I: Statement of Qualifications*. **If submitting for only one list:** Respondents shall submit one (1) hardcopy original and three (3) hardcopies of *Part I: Statement of Qualifications*.

PART I: STATEMENT OF QUALIFICATIONS

1. INTRODUCTORY LETTER
2. PROJECT TEAM
3. PRIOR PROJECT EXPERIENCE
4. SCHEDULING, COST & QUALITY CONTROL
5. EQUAL OPPORTUNITY AND SBE UTILIZATION
6. SMALL LOCAL PREFERENCE CERTIFICATION (Attachment 1)
7. APPENDIX
   a. LETTER OF COMMITMENT (Exhibit 'C' of Attachment 2)
   b. Resumes

In a separate sealed submission, one (1) Original hardcopy only:

PART II: PROCUREMENT DEPARTMENT INFORMATION ONLY

1. PROPOSED RATE INFORMATION:
   a. List of Disciplines & Fully Burdened Hourly rates for each
   b. Most recently audited Overhead Rate

c. Proposed Profit Percentage

Part I and Part II shall be submitted in separate sealed envelopes or boxes marked "RESPONSE TO SFQ NO. 117707: FLOOD CONTROL SERVICES QUALIFIED CONSULANTS LIST – PART I: STATEMENT OF QUALIFICATIONS", and "RESPONSE TO SFQ NO. 117707: FLOOD CONTROL SERVICES QUALIFIED CONSULANTS LIST – PART II: PROCUREMENT DEPARTMENT INFORMATION ONLY", addressed to:

Chris Barnhill, CPPB - Commodity/Contracts Officer
Pima County Procurement Department
130 W. Congress Street, Mail Stop DT-AB3-126
Tucson, AZ 85701

PART I: STATEMENT OF QUALIFICATIONS

1. INTRODUCTORY LETTER (no points allocated) 1-2 pages (no points allocated)

The cover letter shall not exceed two (2) pages. The letter shall be on company letterhead, and include the company name, address, phone number, and fax number. The letter should be addressed to the Commodity/Contracts Officer, and identify the title and number of the SFQ. The letter shall be signed by an authorized officer of the firm and should contain the following:

- A statement of interest in being selected;
- **Which list or lists you are submitting for;**
- City and State of the firm's corporate headquarters;
- A statement regarding acknowledgement of all issued addenda, if any;
- Contact information regarding questions about the submission. Include name, phone, fax and email;
- Confirmation that the information in the submission is current and accurate to the best of the signer's knowledge.

2. PROJECT TEAM 5 pages (30 points)

a) Provide an Organization Chart depicting all proposed Team Members (including subconsultants) and reporting structure. Identify time commitment (in %) of key members on the chart.

b) In narrative format:

   a. Name the primary contact/person of the firm in charge of project management.
   b. Name the key personnel from the firm and the roles they will perform.
   c. Name the key subconsultants and the roles they will perform.

c) Discuss team members' prior work together on previous projects.

d) Describe the capacity of the company (personnel, facilities and equipment) to accept on-going projects, relevant to the requested services (e.g. as-needed/on-call projects less than $250k).

e) Describe the company's action plan to replace key personnel if key personnel become unavailable.

f) In the Appendix (not included in page limit), include the resumes for each key personnel only (project manager(s), project engineer(s) or designer(s), and/or lead hydrologist(s) or hydraulic engineer(s)), not to exceed two pages per person.

3. PRIOR PROJECT EXPERIENCE **5 pages (25 points)**

a) Provide a table of previous projects completed in southern Arizona in the last three years similar in magnitude and relevant to the requested services (as-needed/on-call projects less than $250k) that represent the Scope of Services required (above). State the type of services provided, the project name, project dollar amount, the client's name, whether the firm was prime or subconsultant, the Project Manager's name, the name of the Project Engineer or Designer, and/or Lead Hydrologist or Hydraulic Engineer.

b) Select three representative projects from those listed in the table provided for 3.a) and, in narrative form, provide the following information for each of these three projects: project name/description, original/starting amount of the contract, final amount of the contract, original completion date, actual completion date, any issues that arose during the project and solutions offered/utilized, and any value added services or differentiators your firm provided (what you brought to the project no other firm would have provided). Explain why each of these projects was selected as representative examples of the firm's work.

4. SCHEDULING, COST AND QUALITY CONTROL **5 pages (35 points)**

a) Describe your firm's processes for investigating and identifying potential project risks to budget, scope, and/or schedule and identifying alternative solutions for consideration when preparing your initial scope of work and fee proposal. Cite one or two recent examples where an alternative you proposed mitigated a risk to budget, scope or schedule.

b) Describe your firm's processes to adapt project schedules to unforeseen issues and ensure projects are still delivered by the required due date. If a delay becomes unavoidable, how is this communicated to the County?

c) Describe your process to ensure that subconsultants deliver their work on time, cite a recent example.

d) Cost Control process – describe your process to ensure that project costs stay within or below budget and cite few recent examples.

e) Describe company quality control/assurances procedures/policies/reviews for deliverables anticipated under the list of services, including responsible parties and any software used.

f) Describe the company's GIS capabilities, the ability to produce documents in CADD format, and GIS shapes files; include a description of the software you use. Firms may subcontract for this work. See attachment Exhibit 'B' – Pima County Regional Flood Control District Standard DS-303, page 28.

5. EQUAL OPPORTUNITY PLAN/STATEMENT AND SBE UTILIZATION **3 pages (10 points)**

a) A brief description or copy of the firm's Equal Opportunity/Affirmative Action plan or statement.

b) Certified SBE firms shall receive five points. County shall verify eligible firms' SBE status on the current City of Tucson SBE Certified Business Directory. SBE Certification may be acquired or verified from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TDD, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701, http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program.

c) Describe your firm's approach and commitment to the utilization of available Small Business Enterprises (SBE's) for subconsulting. List any subconsulting areas and/or firms you have preliminarily identified for possible SBE utilization.

d) Describe your post-job feedback cycle to improve the performance and qualification of the SBE's for the next job and how your company mentors SBE's in meeting your company's quality standards.

6. SMALL LOCAL PREFERENCE (submit Attachment 1) **1 page (5 points)**

Complete and submit Attachment 1. If no form is provided, County will assume no preference is to be allocated.

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.

7. APPENDIX:

a) LETTER OF COMMITMENT (submit Exhibit 'C' at the end of Attachment 2)

Respondent shall acknowledge by signature and submission of a Letter of Commitment with their SOQ response, as having read the standard QCL Master Agreement contained herein and to agree to abide by its terms and conditions. If Respondent is selected for placement on the County's QCL for Flood Control Services, County's acceptance of Respondent's signed Letter of Commitment shall constitute formation of the Master Agreement without further formality between the parties. The County will retain the letter in the Master Agreement files.

b) As requested in item 2. f), Resumes of key personnel only (project manager(s), project engineer(s) or designer(s), and/or lead hydrologist(s) or hydraulic engineer(s)) who will perform these services (no more than 2 pages each resume). The State of Arizona Professional Registration/License number shall be provided for architects, engineers and other professionals requiring such State accreditation.

PART II: PROCUREMENT DEPARTMENT INFORMATION ONLY, (one (1) Original copy, in a separate sealed submission from Part I):

1. PROPOSED DISCIPLINES AND RATES (no points)

Respondent shall submit the following, for incorporation in to the Master Agreement if firm selected for placement on the County's QCL:

a) Proposed personnel positions and corresponding hourly rates,
b) Known subconsultants and rates,
c) Other relevant direct costs,
d) A copy of the firm's most current audited overhead rate information (preferably to FAR Part 31 requirements if available), and;
e) Proposed profit percentage.

The rate information <u>will not</u> be utilized during the SOQ evaluation phase. The information is only for the Procurement Department's use after evaluation and selection of the QCL to expedite execution of the corresponding QCL Master Agreement. If Respondent is deemed acceptable for placement on the County's QCL for Cultural Resource Services, the Procurement Officer shall review the rate information provided and initiate discussion/negotiation if necessary for inclusion in the Master Agreement. County's acceptance of Respondent's rates shall constitute formation of the Master Agreement without further formality between the parties. The County will retain the rate information in the Master Agreement files. The rates shall remain in effect for a period of at least one year from the date of execution of the Master Agreement.

ATTACHMENT 1
SMALL LOCAL PREFERENCE CERTIFICATION FORM

Project Name: Solicitation No. 117707 – FLOOD CONTROL SERVICES QUALIFIED CONSULTANTS LIST

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

ATTACHMENT 2
SAMPLE MASTER AGREEMENT

QUALIFIED CONSULTANTS LIST
[_____] SERVICES
MASTER AGREEMENT

THIS AGREEMENT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and CONSULTANTS, as more fully described in Exhibit 'C', hereinafter called CONSULTANT in the singular, CONSULTANTS in the plural, and all collectively, including COUNTY, referred to as "the Parties".

W I T N E S S E T H

WHEREAS, COUNTY conducted a competitive procurement under Solicitation No. [ ] to establish a list of qualified consultants for [Name of List] Services pursuant to A.R.S. § 34-103 and COUNTY Board of Supervisors Policy D29.1 B.; and

WHEREAS, as a result of the above solicitation, based on evaluation of respondents' representations of their qualifications and necessary due diligence, COUNTY selected the highest qualified CONSULTANTS for placement on the Qualified Consultants List (QCL) for [Name of List] Services; and

WHEREAS, COUNTY and CONSULTANT have agreed on terms and conditions under which COUNTY may order and CONSULTANT will perform services under said QCL.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Agreement shall commence upon execution by the Procurement Director and shall terminate at such time that CONSULTANT ceases to be on the Qualified Consultants List or the Qualified Consultants List expires, unless sooner terminated by agreement of the parties. Notwithstanding prior termination or expiration of this Agreement, the terms of this Agreement shall continue to apply to any Contract issued under this Agreement until completion and final payment of said Contract.

ARTICLE II - INTENT

It is the intent of COUNTY and CONSULTANT that this Agreement establish procedures and processes by which COUNTY may contract for CONSULTANT's services under the QCL and that this Agreement constitute the terms and conditions of such contracts. The parties contemplate that a complete Contract for services under this Agreement may be comprised, without more, of a COUNTY issued Delivery Order, and to which incorporated by

reference are the terms of this Agreement, the Scope of Work, and the parties' agreement on fees, and that by implementing the procedures, processes and contract structure, terms, and conditions herein, the parties will accelerate the process for contracting for QCL services. In the event of any conflict or ambiguity, the parties agree that this Agreement shall be interpreted to give effect to this intent.

CONSULTANT acknowledges that this Agreement and the procedures, processes and contract structure herein are not exclusive and agrees that COUNTY, at its election, may use any appropriate procedure to contract for services under the QCL.

The parties agree that references to "Delivery Order" shall mean the purchase order document issued by COUNTY in ordering services under this Agreement. The Delivery Order, this Agreement, the scope of work, and the parties' agreement on fees for that scope of work shall be referred to collectively as the "Contract". References in this Agreement to "the/this Contract" are to the Contract for services issued under this Agreement, as described above.

ARTICLE III – CONTRACTING FOR SERVICES

A. COUNTY and CONSULTANT have agreed upon the following procedures in implementation of this Agreement and to accelerate contracting for QCL services. These procedures shall also govern the process for amending any scope of work issued pursuant to this Agreement, regardless of whether the amendment is initiated by COUNTY or CONSULTANT:

(2) COUNTY will issue to CONSULTANT, by electronic mail or facsimile transmission, a request for a cost estimate accompanied by a copy of the scope of work or the agreed revision to the scope of work, as applicable.

(3) CONSULTANT will provide a not-to-exceed cost estimate to COUNTY by email or fax within 48 hours of the request or such other time as may be agreed upon by the parties. Upon agreement on the estimate between CONSULTANT and COUNTY, CONSULTANT shall issue a final estimate to COUNTY by email or facsimile transmission which estimate shall be understood by the parties to be an firm offer to provide the services described in the scope of work that may be accepted by issuance of a Delivery Order for the task or tasks embodied in the scope of work.

(4) COUNTY will issue a Delivery Order to CONSULTANT for the work that incorporates by reference this Agreement, the scope of work, and the agreement on fees, which shall constitute acceptance of the firm offer described in Paragraph (2) above, resulting in a Contract that shall be binding upon the parties.

B. COUNTY and CONSULTANT also understand that on occasion CONSULTANT may receive a request for a cost estimate at a time when CONSULTANT's resources are already engaged or otherwise unavailable to perform the work within the time required. In such circumstances, CONSULTANT may, within 24 hours of the request, advise COUNTY that CONSULTANT currently lacks the resources to perform the scope of work within the time required and request withdrawal from consideration for that task, which request shall not unreasonably be denied.

ARTICLE IV - SCOPE OF SERVICES

CONSULTANT shall provide for the COUNTY all labor, materials and equipment necessary to provide consulting services, as more fully described in the Scope of Work attached to the Delivery Order and in this Agreement as **Exhibit 'A' – SCOPE OF SERVICES** (X Pages) incorporated herein. CONSULTANT shall perform the work in accordance with the terms of this Agreement and issued Delivery Order, and in compliance with applicable standards of professional care. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

In accordance with Board of Supervisors Policy D 29.1(C), within ten (10) business days from completion of work performed by CONSULTANT for this project, the County Project Manager shall evaluate CONSULTANT's performance by completing a Consultant Performance Report. The CONSULTANT shall have ten (10) business days from the date of receipt of the Report to review, sign and return the Report, with any comments, rebuttals or additional information. The final Report and CONSULTANT's response shall be maintained in the Procurement Department to document CONSULTANT's performance on COUNTY projects.

Changes in the Scope of Work must be authorized by modification of the Delivery Order executed by COUNTY before work on the changed scope may be initiated.

ARTICLE V - COMPENSATION AND PAYMENT

In consideration of the services specified in this Agreement, the COUNTY agrees to pay CONSULTANT in accordance with the rates in **Exhibit 'D' – CONSULTANT RATE SCHEDULE** (X pages), which includes CONSULTANT'S labor classifications and corresponding rates, in an amount not to exceed the amount stated in the issued Delivery Order. Additional labor classifications unique to a particular task may be included in the fee agreement for that task.

COUNTY will consider annual revisions to CONSULTANT's standard rates on the anniversary of this Agreement. A failure by COUNTY and CONSULTANT to agree on a rate increase shall be deemed a termination by the parties of this Agreement.

CONSULTANT must cite the Delivery Order number issued by COUNTY on all invoices.

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.

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

- Printing of project plan sheets as bluelines.
- Reproduction costs identifiable as being applicable to the printing of reports, photostating, or by a technique of lithography, printing and binding.
- Costs associated with the delivery of plan sheets and reports to the COUNTY.

- Reproduction costs as incurred from the COUNTY that are needed for project development and data gathering.
- 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 XXI**, 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 Agreement or law.

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

ARTICLE VI - INSURANCE

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

- Commercial General Liability Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than $1,000,000.00 combined single limit Bodily Injury and Property Damage;

- Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned, non-owned and hired vehicles used in the performance of this Agreement with limits not less than $1,000,000.00 combined single limit, or $1,000,000.00 bodily injury and $1,000,000.00 property damage;

- Professional Liability - $1,000,000; and

- If required by law, Statutory Workers' Compensation including Employer's Liability not less than $1,000,000.

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 for all operations performed within the scope of the Agreement between COUNTY and CONSULTANT. All certificates must provide for a 30 day advance notice of any modification, material change, non-renewal or cancellation.

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

ARTICLE VII - 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

Agreement. This obligation shall survive termination or expiration of this Agreement. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

ARTICLE VIII - COMPLIANCE WITH LAWS

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

ARTICLE IX - INDEPENDENT CONTRACTOR

The status of the CONSULTANT shall be that of an independent contractor. Neither CONSULTANT, nor CONSULTANT'S officers, agents, or employees, shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONSULTANT shall be responsible for payment of all Federal, State and local taxes associated with the compensation received pursuant to this Agreement, and shall indemnify and hold COUNTY harmless from any and all liability that COUNTY may incur because of CONSULTANT'S failure to pay such taxes. CONSULTANT shall be solely responsible for program development and operation.

ARTICLE X – CONSULTANT'S PERFORMANCE

CONSULTANT shall perform the work in accordance with the terms of the Agreement 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 Agreement. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Agreement, 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 XI - SUBCONSULTANTS

CONSULTANT will be fully responsible for all acts and omissions of any SUBCONSULTANT and of persons directly or indirectly employed by any 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 Agreement 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 XII - ASSIGNMENT

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

ARTICLE XIII - 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 Agreement as if set forth in full herein. During the performance of this Agreement, 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 XIV - 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 XV - AUTHORITY TO CONTRACT

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

ARTICLE XVI - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement 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 XVII – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement 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 XVIII – TERMINATION OF AGREEMENT OR DELIVERY ORDER FOR DEFAULT

A. Upon a failure by CONSULTANT to cure a default under this Agreement or any Delivery Order issued under this Agreement within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement or the Delivery Order 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 Agreement, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified by COUNTY, 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 Agreement;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement;
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 Agreement; 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 Agreement or 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. Neither this Agreement nor any Delivery Order issued under this Agreement will 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 subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultant(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 Agreement.

F. If, after termination of the Agreement or Delivery Order 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 Agreement.

ARTICLE XIX – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement or any Delivery Order issued under this Agreement 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 Agreement or any Delivery Order 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 XX - OWNERSHIP OF DOCUMENTS AND MODELS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Agreement 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 prepared without the expressed permission of CONSULTANT.

In the event CONSULTANT develops or generates a building information model (or equivalent) of the project, CONSULTANT will provide one electronic copy of the final model on permanent media to COUNTY. CONSULTANT delivery of the model to COUNTY shall constitute a grant to COUNTY of an irrevocable, paid-up, nonexclusive license to copy, use, display, disclose, or modify the model for any reasonable purpose for this project. CONSULTANT agrees that the rights granted to COUNTY include the ability to provide a copy of the model to any subsequent contractor retained to maintain, modify or expand the project in any way. COUNTY agrees that, as between COUNTY and CONSULTANT only, any modifications to the model by or for COUNTY after final completion and acceptance of this project shall be at COUNTY's sole risk and responsibility unless such modifications are performed by CONSULTANT.

ARTICLE XXI – 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 Agreement 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 XXII - NON-APPROPRIATION OF FUNDS

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

ARTICLE XXIII - NOTICES

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

COUNTY:
John Carter, Manager
Pima County Procurement Department
Design & Construction Division
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701

CONSULTANT:

Phone: 520-740-3731
Fax: 520-243-4434

ARTICLE XXIV - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE XXV 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 Agreement.

ARTICLE XXV – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Agreement 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 Agreement 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 Agreement notwithstanding the existence of any dispute.

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 CONSULTANT in any way related to this Agreement, 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 Agreement 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. 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 XXVII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Agreement 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 Agreement 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 Agreement subjecting CONSULTANT to penalties up to and including suspension or termination of this Agreement. 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 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.

ARTICLE XXVIII – REGIONAL TRANSPORTATION AUTHORITY

CONSULTANT agrees that in the event a Project is funded wholly or partially by RTA, CONSULTANT shall adhere to the following additional provisions:

ARTICLE IV – SCOPE OF SERVICES: 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.

ARTICLE VI – INSURANCE: Both COUNTY and the RTA shall be endorsed as "Additional Insured" under the Commercial General Liability and Comprehensive Automobile Liability Policies.

ARTICLE VII – INDEMNIFICATION: CONSULTANT shall likewise indemnify, defend, and hold harmless the RTA, its officers, employees and agents in accordance with the aforementioned Article. This obligation shall survive termination or expiration of this Agreement. The obligations under this Article shall not extend to the negligence of RTA, its agents, employees or indemnitees.

ARTICLE XIX – FEDERAL FUNDS

COUNTY and CONSULTANT understand that some Delivery Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, specific funding requirements shall be attached to and be a part of the Delivery Order. CONSULTANT agrees to be bound by all such requirements and adhere to the following additional provisions:

ARTICLE XI – SUBCONSULTANTS: CONSULTANT shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (https://www.sam.gov/portal/public/SAM) with an active exclusion.

ARTICLE XX – OWNERSHIP OF DOCUMENTS: The Granting Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) any rights to copyright to which CONSULTANT or COUNTY acquires ownership under this Agreement.

ARTICLE XXI – 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 the Comptroller General of the United States or the federal granting agency for a period of five (5) years after receipt of the final payment under this Agreement.

ARTICLE XXX - SEVERABILITY

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

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ARTICLE XXXI - 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 Agreement may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the CONSULTANTS have affixed their signatures to the attached Letters of Commitment and the COUNTY has affixed its signatures to this Agreement on the dates written below.

PIMA COUNTY

_____
Procurement Director

_____
Date

APPROVED AS TO FORM

_____
Deputy County Attorney

_____
Attorney Name (Print)

_____
Date

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
DISTRICT STANDARD

STANDARD NO: **District Standard DS-303**
EFFECTIVE DATE: May 12, 2011
PROCEDURE NAME: Computer Aided Drafting and Design Standards

PURPOSE: The Regional Flood Control District frequently exchanges data with stakeholders, partners and the consulting/contractor community. To maximize the use of this data, the District needs consistency in the way data is prepared, presented and maintained.

The District must incorporate a CADD standard that is generic enough to operate under various CADD software packages, including Bentley's MicroStation and Autodesk's AutoCAD, and can incorporate existing industry standards to the extent possible.

Of course, this will be an ongoing process resulting in updates to these standards.

DESCRIPTION:

In 2004, the RFCD Director approved these same ACOE A/E/C CADD Standards for use by the District. This Administrative Procedure provides an update for both the Microstation and AutoCAD platforms.

These standards apply to drafting and design documents prepared by both RFCD design staff and external consultants/contractors, and to RFCD project managers who procure contract services.

The A/E/C CADD Standard has been developed and is maintained by the CAD/BIM Technology Center for Facilities, Infrastructure, and Environment (to eliminate redundant Computer-Aided Design standardization efforts). The CADD drafting standards addressed in the A/E/C CADD standard include presentation graphics, level/layer assignments, electronic file naming and standard symbology.

APPLICATION:

RFCD Division staff who either perform CADD design work, or procure external electronic design services, shall use these procedure to achieve consistency and accuracy over time, a stated goal of RFCD management.

<u>RFCD Design Staff</u>

- IMD staff will load a standard workspace on all computers running Microstation. Standard workspaces contain consistent levels, line weights, and line styles necessary to share electronic files between parties. Workspace categories include plan, cross section, profile, structure, aerial and sheet files. AutoCAD users: use the standard AutoCAD drawing files located in the RFCD Level Libraries SUPPORTING DATA LINK below.

- A number of cell libraries have been compiled with continuing efforts to build new cell libraries. Cell libraries are used to represent standard details or repetitive drafting elements. To date, IMD staff has compiled flood control, transportation, wastewater, water, traffic, ACOE, and ADOT cell libraries.

RFCD Project Managers who Procure CADD Services

- RFCD Project Managers shall include specific language for CADD specifications and deliverables, per this Adminstrative Procedure, within all RFCD consulting or vendor contract documents. Updated specification language is provided for your use in the Supporting Data Links below.

- All Division Managers should review contract documents under preparation by their staff to ensure the consistent use of this procedural language for contracts utilizing CADD / Microstation applications.

SUPPORTING DATA LINKS

A/E/C CADD Standard version 4.0:
http://mapguide1.dot.pima.gov/RFCDimd/filing/08/2009-07-01_09-0001-965.pdf

Supplemental Graphic Specifications – Pima Co RFCD:
http://mapguide1.dot.pima.gov/RFCDimd/filing/08/2010-0-21_09-0001-1432.pdf

Standard Level Descriptions for RFCD Construction Drawings:
http://mapguide1.dot.pima.gov/RFCDimd/filing/08/2009-08-10_09-0001-696.pdf

RFCD Base Files:
http://mapguide1.dot.pima.gov/RFCDimd/filing/08/2010-09-21_09-0001-1433.pdf

RFCD Level Libraries:
http://mapguide1.dot.pima.gov/RFCDimd/filing/08/2010-09-20_09-0001-1434.pdf

USACE Permit and Mitigation Map and Drawing Standards (9/15/2010):
http://mapguide1.dot.pima.gov/RFCDimd/filing/10/2010-09-15_10-0001-1514.pdf

APPROVED BY:

Suzanne Shields 8/15/2011

Suzanne Shields Date
Director

Original District Standard Approved: May 12, 2011
Date(s) Revised:

EXHIBIT 'C'

LETTER OF COMMITMENT
FLOOD CONTROL SERVICES QUALIFIED CONSULTANTS LIST

TO PIMA COUNTY:

The undersigned, with the full authority to contractually bind the firm named below, acknowledges receipt of the County's QCL Master Agreement for the above named services and agrees, without exception, to be bound by the terms and conditions of the QCL Master Agreement the same as though my signature were fully set forth therein. I further agree that the established hourly rates, disciplines and key personnel submitted to County at the initiation of this Master Agreement for the above named services incorporated herein under Exhibit 'D' shall remain in effect for a period of one year. Any modification of the rates, disciplines and key personnel may be requested annually, preferably 30 days prior to the anniversary of this Agreement, subject to the sole approval of County.

_____
Signed

_____
Printed Name and Title

_____
Name of Firm

_____
Date

Your signature above constitutes execution of the Agreement. This letter will be incorporated into the Agreement and maintained in the Agreement file.

EXHIBIT 'D'
CONSULTANT RATE SCHEDULE