

Pima County Regional
FLOOD CONTROL
D I S T R I C T



SOLICITATION FOR QUALIFICATIONS

RUTHRAUFF BASIN MANAGEMENT PLAN

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

TUCSON, ARIZONA

December 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. 119948

Pima County Regional
FLOOD CONTROL
D I S T R I C T



NOTICE OF SOLICITATION FOR QUALIFICATIONS NO. 119948

RUTHRAUFF BASIN MANAGEMENT PLAN

The Pima County Regional Flood Control District (District) is seeking Statements of Qualifications from qualified firms to provide professional engineering services necessary for developing a Ruthrauff Basin Management Plan which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The plan incorporates all the existing, new and proposed storm drains constructed along the railroad. This scope of work includes, but is not limited to, identification of drainage problems and the impact of development in the area; hydrology; hydraulics; surveying; identification of flood and erosion hazard remediation solutions; and public involvement and coordination. The area of study is approximately 16 square miles located in both the city of Tucson and unincorporated Pima County adjacent to Interstate 10 and the Union Pacific Railroad. The scope of work is more fully described in the complete solicitation package. The project is intended to be complete in no more than 720 days. The estimated cost for these services is approximately \$500,000 to \$600,000.

The County intends to award a single contract for these services.

There will be a pre-submittal meeting on Wednesday, December 11, 2013, 2:00PM. 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 Tuesday, January 14, 2014, 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 can be downloaded from the Pima County website: www.pima.gov/procure/ifbrfp-dc.htm. Information regarding the submittal requirements of this solicitation may be obtained at the Design and Construction Division of the Procurement Department located in the Pima County Administration Building, 130 W. Congress Street, 3rd Floor. Contact Ms. Julie Allred regarding documents at phone: (520) 724-3731; fax: (520) 724-4434; or email: Julie.Allred@pima.gov.

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

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>

Publish: The Daily Territorial: December 2, 4, 6, and 10, 2013

/s/Mark Koskiniemi

Mark Koskiniemi, Contracts Officer



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GENERAL INFORMATION

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 3).

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 Pima County Regional Flood Control District (District) is seeking Statements of Qualifications from qualified firms to provide professional engineering services necessary for developing a Ruthrauff Basin Management Plan which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The plan incorporates all the existing, new and proposed storm drains constructed along the railroad. This scope of work includes, but is not limited to, identification of drainage problems and the impact of development in the area; hydrology; hydraulics; surveying; identification of flood and erosion hazard remediation solutions; and public involvement and coordination. The area of study is approximately 16 square miles located in both the city of Tucson and unincorporated Pima County adjacent to Interstate 10 and the Union Pacific Railroad. The project is intended to be complete in no more than 720 days. The estimated cost for these services is approximately \$500,000 to \$600,000.

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

The County intends to award a single contract for design. Pima County reserves the right to reject any and all qualification statements or to withhold award for any reason.

PRE-SUBMITTAL CONFERENCE

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

INQUIRIES

Inquiries shall be written, preferably by email and directed to Mark Koskiniemi, Commodity/Contracts Officer, Pima County Procurement Department, Design & Construction Division, Fax (520) 724-4434, or mark.koskiniemi@pima.gov. All questions must be received no later than seven (7) calendar days in advance of the submittal due date.

ADDENDA

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

SUBMITTAL

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

DUE DATE AND LOCATION FOR SUBMISSIONS

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

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 they 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 Regional Flood Control District, Pima County Department of Transportation, and the City of Tucson. This committee will evaluate submissions, determine the highest ranked firms for the short-list, conduct interviews, and recommend a firm for contract award.
2. The Pima County Regional Flood Control District will make an award recommendation to the Board of Directors based on the evaluation scores. The District recommendation will be faxed to each participating firm prior to the Board of Directors agenda date for award. Selection of Consultants shall be at the discretion of the District and the District reserves the right to reject any or all qualification statements.
3. The District intends to negotiate fees for these services. If agreement cannot be reached with the recommended firm, the District intends to enter into negotiation with the next lower ranked firm or firms or reject all submissions.

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:	December 11, 2013, 2pm
Statements of Qualifications due:	January 14, 2014, 2pm
Short List Notification:	No later than January 24, 2014
Interviews:	February 6, 2014
Final List Notification:	No later than February 7, 2014
Award by BOS:	March 4, 2014
Fee Negotiations:	March/April 2014
Final Contract and NTP:	April/May 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 Consultants 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 interested parties 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. For word processed pages, the minimum font size is 10, and black ink is preferred. Responses should be kept concise, and shall not be more than **fourteen (14)** pages in length, not including the front and back covers, indexes or resumes. Clear brief responses that are under the maximum page limit are preferred to unclear responses that use the maximum number of pages. Resumes shall be no more than two pages and included in an Appendix in the back of the SOQ. Additional information other than that requested shall not be included or the submission may be rejected.

Summary of page limits for submittal:	
Introductory Letter	1-2 pages
Firm's Capabilities	2 pages or less (1 page for general descriptions, 1 page for project organizational chart)
Qualifications and Experience of Personnel	3 pages or less
Firm's Experience on Similar Projects	3 pages or less
Project Understanding and Approach	2 pages or less
Affirmative Action	1 page
SBE Utilization	1 page
Appendix (resumes only)	1-2 pages per resume
Total Pages per SOQ	14 pages max, not including Appendix and Small Local Firm Preference Certification Form

INTRODUCTORY LETTER

The introductory letter should be approximately one (1) to two (2) pages (8.5 X 11 inches). The letter shall be on company letterhead of the prime including the company name, address, phone number and fax number. The letter should be addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Mark Koskiniemi, Subject: **Solicitation No. 119948: RUTHRAUFF BASIN MANAGEMENT PLAN**. The letter must be signed by an authorized officer of the firm and should contain the following:

- An expression of the team's interest in being selected for the Contract work.
- City and state of prime 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 additional insured on General Commercial Liability policy. 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 prime 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.

QUALIFICATIONS AND EXPERIENCE

A. FIRM'S CAPABILITIES

(5 points)

Provide a general description of the prime firm (and any subconsulting firms) proposing to provide the requested services and the capabilities of the firm(s). Include a project organizational chart showing key prime firm personnel and all sub-consultants.

B. QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

(15 points)

1. Identify the key personnel who will be working on this project and their qualifications. For each key person identified, list as least two comparable projects in which they have played a primary role. Please provide the following information:
 - a. Description of project
 - b. Key individual's role on the project
 - c. Project Owner reference information (two names with telephone numbers and fax number or email address per project)
2. List the names, experience, and qualifications of any sub-consultants which you are proposing for this project. Describe how the services and experience of the proposed sub-consultants will benefit this project including how they will work with the prime firm.

Resumes for key personnel may be attached in an Appendix in accordance with the submittal requirements.

C. FIRM'S EXPERIENCE ON SIMILAR PROJECTS

(30 points)

Identify at least three comparable projects within the last five years in which the project team has completed projects of the type on time and within budget or has comparable ongoing projects. The firm must demonstrate the knowledge and ability to work with the District's Engineering Division for development of an approved hydrology model. For each comparable project identified, provide the following information:

1. Description of project
2. Role of the firm (as a Prime or Sub-consultant)
3. Project's original contracted cost & time and final project cost & time with explanation for any variances
4. Firm's partnering efforts and successes
5. Project Owner reference information (two names with telephone numbers and fax number or email address per project)
6. Additionally, provide the attached Consultant Performance Inquiry (Attachment 2) form to the project owners referenced for this section C.
 - o These may be for a single firm or for different firms that will form part of your overall team. The strongest references will be those that support your team's capabilities and prior successes in work of this type. Consultant Performance Inquiry forms demonstrating the work completed by subconsultants who will be a part of your team. Please be sure that any references that are submitted clearly state that they are for the team led by your firm.
 - o Request those references to fax that form DIRECTLY back to Pima County Procurement Department, Design and Construction Division at 520-724-4434 by the due date for the Solicitation, **January 14, 2014, 2:00 PM.**
 - o References should be familiar with Respondent's work on these projects and be knowledgeable regarding Respondent's performance. It is Respondent's responsibility to follow-up with references

to ensure they submit the Consultant Performance Inquiry form by the deadline. Late submittals will not be considered. References may be contacted for additional information.

D. PROJECT UNDERSTANDING AND APPROACH (40 points)

1. Discuss the major issues your team has identified on the project and how you intend to address those issues.
2. Describe your team's project management approach and team organization for all phases of projects of this type. Describe internal and external systems used for planning, scheduling, budget, quality control and managing the project.
3. Describe your approach to identifying and evaluating drainage and flooding problems using spatial data and regional hydrology models.
4. Describe firm's approach to handling multiple stakeholders with possible conflicting priorities.

E. AFFIRMATIVE ACTION STATEMENT (1 point)

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

F. SBE UTILIZATION (9 points)

Percentage of SBE Utilization - Complete Project Team Member Utilization Form (Attachment 1)

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 <http://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.

G. PROFESSIONALISM OF WRITTEN STATEMENT (A MAXIMUM OF 10 POINTS MAY BE DEDUCTED)

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

INTERVIEWS (100 Points)

The District shall establish a short-list of three firms to advance to interviews. Interviews will be scored at 100 maximum points, plus any properly solicited small, local preference points. If short-listed, a detail of the interview format and scoring will be provided. The points and evaluation for Affirmative Action and SBE Utilization for the Interview phase will be arrived at by utilizing the same score attained in the written evaluation for those same criteria.

SELECTION

The total score for the written submissions and interviews, plus any properly solicited small, local preference points for each respective stage will be used as the evaluation/ranking 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.



SAMPLE PROFESSIONAL SERVICES CONTRACT

<p>PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</p> <p>PROJECT: RUTHRAUFF BASIN MANAGEMENT PLAN</p> <p>CONSULTANT: Name Address City, State Zip Code</p> <p>AMOUNT:</p> <p>FUNDING:</p>	<p>(STAMP HERE)</p>
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CONSULTANT SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County Regional Flood Control District, a special taxing district per A.R.S. Title 48, hereinafter called DISTRICT, and _____ herein after called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, DISTRICT 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. 119948, CONSULTANT was deemed to be the most qualified for this Project; and

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

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 Procurement Director, and shall terminate on _____, unless sooner terminated or further extended pursuant to the provisions of this Contract.

DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT may consider adjustments to rates in connection with any extensions of the contract term.

Unless otherwise agreed, 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, DISTRICT 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 DISTRICT. 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 DISTRICT. CONSULTANT shall provide DISTRICT with certificates of insurance for all required insurance. Pima County Regional Flood Control District is to be named as an additional insured for all operations performed within the scope of the Contract between DISTRICT 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 V – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless DISTRICT, 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 DISTRICT, its agents, employees or indemnitees.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project.

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 DISTRICT. CONSULTANT shall be responsible for program development and operation without supervision by DISTRICT.

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 DISTRICT relied upon in making this contract, CONSULTANT shall obtain the approval of DISTRICT. For this contract, the key personnel shall be the personnel whose resumes were included in CONSULTANT’s Statement of Qualification.

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 DISTRICT having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to DISTRICT.

ARTICLE IX – NON-WAIVER

The failure of DISTRICT 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 DISTRICT 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 DISTRICT. Assignment may be withheld at the sole discretion of the DISTRICT, 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 DISTRICT, then CONSULTANT shall maintain accessibility to the program to the same extent and degree that would be required of the DISTRICT 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 DISTRICT of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by contract or otherwise. In such event, CONSULTANT shall be liable for any damage to the DISTRICT resulting from CONSULTANT's default, including any increased costs incurred by DISTRICT 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 DISTRICT 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 DISTRICT not later than five (5) business days after the effective date of the termination;

2. DISTRICT 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 DISTRICT from CONSULTANT is determined; and

3. Subject to the immediately preceding subparagraph (2), DISTRICT'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 DISTRICT 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 DISTRICT), notifies the DISTRICT in writing of the cause(s) therefor. In this circumstance, the DISTRICT shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of DISTRICT, 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 DISTRICT.

G. The rights and remedies of DISTRICT 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 DISTRICT

DISTRICT 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 DISTRICT, become its property. If the Contract is terminated by DISTRICT 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 Flood Control District Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, DISTRICT 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:

DISTRICT:

Suzanne Shields, District Chief Engineer / Director
Pima County Regional Flood Control District
97 E. Congress St., 3rd Floor
Tucson, AZ 85701
Phone: 520-724-4600
Fax: 520-724-4621

CONSULTANT:

ARTICLE XIX – OTHER DOCUMENTS

CONSULTANT and DISTRICT in entering into this Contract have relied upon information provided in Solicitation for Qualifications # 119948, 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. 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 DISTRICT.

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 DISTRICT 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 even of a dispute between DISTRICT 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 DISTRICT and shall be delivered to DISTRICT upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. The DISTRICT 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) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted related to this Contract that respondent reasonably believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., DISTRICT 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.

DISTRICT shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall DISTRICT 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.

DISTRICT 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 DISTRICT approval if SBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT shall advise each subconsultant of DISTRICT’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 DISTRICT 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.

The remainder of this page is intentionally blank.



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.

APPROVED:

CONSULTANT:

Chair, Board of Directors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

**Scope of Work:
Ruthrauff Basin Management Plan**

1. General Description

A. Project Purpose

The purpose of the Ruthrauff Basin Management Plan is to develop a comprehensive flood control protection program and to develop drainage alternatives which will improve public safety, provide fiscal responsibility, and provide a balanced multi-objective approach to managing the watersheds, floodplains and resources in the study area. The Ruthrauff Basin is developed, but the basin has been the target of a recent comprehensive plan amendment (Co7-08-01), which will allow the Pima County Regional Flood Control District (District) to develop a comprehensive flood control plan.

Once adopted by the Board of Supervisors, the plan will provide guidance for development, redevelopment and retrofits in flood prone areas and drainage alternatives to further limit the potential for flooding. The study will rely on interagency coordination to preserve the hydrologic integrity and stormwater conveyance ability of the regional watersheds. The study will ensure that the floodplain management regulations will balance the competing community and private interests.

B. Project Description

The Ruthrauff Basin is located in both the city of Tucson and unincorporated Pima County adjacent to Interstate 10 and the Union Pacific Railroad. The area is subject to frequent and substantial sheet flow and ponding of stormwater as a result of the minimal topographic relief and inadequate drainage structures. Historically, floodflows have ponded on the east side of the Union Pacific Railroad embankment. The flooding in this area was studied extensively as part of a basin management plan (Cella Barr, 1982). A lack of adequate drainage from the basin to the Santa Cruz River was highlighted repeatedly as the ultimate source of the problem.

Some of the recommendations of the 1982 study have been adopted including a storm drain along Ruthrauff Rd (4brauf phase 1). However, there are still areas mapped as FEMA or local floodplains along the Union Pacific Railroad. Flooding in the area between Prince Rd and Ruthrauff Rd comes from both the Flowing Wells Wash and Ruthrauff basin (AECOM, 2010). The Flowing Wells Wash from approximately 500 feet east of the railroad to the railroad does not have capacity for the 100-year event. Flow overtops the channel and runs along the Railroad to the northwest and combines with flow from the Ruthrauff basin.

As part of the widening of Interstate 10, the drainage across the Union Pacific Railroad will be improved, which will provide an outlet for the water that ponds along the railroad during flood events.

The Pima County Regional Flood Control District (District) is seeking professional consulting engineering (Consultant) services necessary for developing a Ruthrauff Basin Management Plan which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The plan incorporates all the existing, new and proposed storm drains constructed along the railroad. This scope of work includes, but is not limited to, identification of drainage problems and the impact of development in the area; hydrology; hydraulics; surveying; identification of flood and erosion hazard remediation solutions; and public involvement and coordination.

C. Location

The approximate limits of the Ruthrauff Basin Management Plan are shown on Attachment A. The Ruthrauff basin drains into the Santa Cruz River from the east just upstream with the confluence with the Rillito River. Because the basin experiences sheet flow and distributary flow, the limits and flow patterns of the basin can change as flow directions change in ponded areas. In total, the study area is approximately 16 square miles.

This study will also evaluate the effects of improved drainage on the Flowing Wells Wash on the southern edge of the Ruthrauff Basin. The study area includes several small watersheds which drain north to the Rillito River as well as the Ruthrauff Wash which drains into the Santa Cruz River.

D. Project Elements

D1 Existing Conditions Analysis: Review previous studies, perform hydrologic and hydraulic analysis that incorporate drainage improvements, and identify areas of drainage and erosion hazards. Determine whether the existing floodplain mapping needs to be re-delineated. Regulatory discharge values will be identified at selected locations for future development and improvements.

D2 Floodplain Delineations: Floodplains should be redelineated where the existing mapping is inaccurate. The improvements associated with the new culvert crossing at Flowing Wells Wash may reduce flooding on the wash and the associated AO1 zone. Therefore a Letter of Map Revision (LOMR) from FEMA for the redelineation of the flood zones may be required. In addition, if the Flowing Wells Wash LOMR does not reduce the FEMA AO1 zone east of I-10 at Gardner Lane a Conditional Letter of Map Revision (CLOMR) may be required to demonstrate the reduction of the floodplain limits associated with the new culvert being installed at Gardner Lane. .

D3 Land Use Analysis: Land use analysis requires incorporating the Pima County new comprehensive plan and new hydrologic analysis. The consultant will field verify the PAG 2008 aerial photos for development infill after 2008.

D4 Alternatives Analysis and Recommended Solutions: Alternative analysis for the General Study Area is to identify flood hazard solutions based on the data gathered and produced during the previous elements effort. Develop structural and non-structural alternative solutions for mitigating the floodplain and erosion hazards identified in the existing conditions analysis including cost effectiveness, and recommend an alternative for each flood hazard.

D6 Public information: Public information, involvement, and coordination will be included for all elements of the Ruthrauff Basin Management Plan.

D7 The entire Ruthrauff Basin Management Plan shall be completed for a lump sum fixed fee.

E. Participation

The Consultant shall coordinate with, but is not limited to, the following organizations for information and input into the study:

- Pima County Flood Control District (DISTRICT)
- Pima County Department of Transportation (PCDOT)
- Pima County Planning and Development Services Department
- Pima County Natural Resources Parks and Recreation
- Pima County Wastewater Management
- Pima Association of Governments (PAG)
- Flowing Wells Irrigation District
- Flowing Wells Neighborhood Association
- City of Tucson- Planning and Engineering
- Union Pacific Railroad
- Arizona Department of Transportation (ADOT)

F. Schedule

The consultant shall complete all elements of the study within 720 days from the issue of Notice-to-Proceed (NTP) date. Elements shall be completed during this time frame according to the following milestones:

- | | |
|-------------------------|-----------------------------------|
| Section d1 | within 270 days from original NTP |
| Sections d2, d3, and d4 | within 540 days from original NTP |
| Section d5 | within 720 days from original NTP |

G. Out of Scope Items

Should the Consultant feel that the District, or any partner such as a city or agency staff, is requiring the Consultant to provide work that is not within the scope of the contract documents, the Consultant must notify the District Project Manager immediately in writing and describe the work, which the Consultant feels is out of scope. Such notification shall be provided to the District Project Manager prior to the commencement of any such out of scope work.

It is the Consultants sole responsibility to assure that no additional services beyond the Scope of Work defined in the contract documents shall commence without the written authorization of the District Project Manager.

Retroactive requests for additional fee shall neither be considered nor approved.

II. General Tasks

Task 1. – Existing Conditions Analysis

1.1. Gather existing conditions on drainage. The Consultant shall collect and review pertinent data from the District, ADOT (who will install the improved drains under I-10), PCDOT, City of Tucson and other sources. Data to be collected will include, but is not limited to, as-built plans for existing structures, FEMA Flood Hazard Boundary Maps, Letter of Map Revisions and/or Amendments, drainage reports, future improvement plans, land use plans and development plans. The available data on drainage conditions includes, but not limited to:

- Cella Barr’s 1982 report and all supporting documentation
- Plans and As-built drawings for drainage infrastructure, including, but not limited to:
 - 4BRAUF - 2 La Cholla/Sullinger Storm Drain
 - 4BRAUF – 1
 - Stormdrain W Regina
 - Development Plans for La Cholla at the Rillito P1202_104
- Plans and As-built drawings for road improvements, including, but not limited to:
 - Ruthrauff Rd.
 - Ruthrauff to Wetmore transition
 - LaCholla
- Plans and As-built drawings for other drainage and road improvement projects in the City of Tucson.
- Drainage improvements associated with recent subdivision development including, but not limited to, the Edge Brooke, Rillito at La Cholla, and River Point subdivisions.
- Geotechnical data.

- Discharge point data including TSMS data to be obtained from the City of Tucson (AECOM report includes 100-yr peak discharge at RuthrauffRd and Gardner Lane)
- District and City of Tucson records such as: drainage complaints, floodplain use permits, elevation certificates, site review and violations.

It is assumed that these data will be collected in digital form, but that where digital data are not available, the consultant shall collect the data in paper form and scan it so that the data will be available as .pdf or other appropriate digital form for future use.

- 1.2. Summarizing flooding and drainage problems. The Consultant shall develop a comprehensive list of flooding and drainage problems impacting the study area. The Consultant will research and obtain historic flood data such as precipitation data and newspaper articles to document past flooding and provide a map indicating problem areas identified by any flood data obtained.
- 1.3. Gather appropriate spatial data on existing conditions including:
 - Topographic data. Consultant will use the 2008 LiDAR dataset.
 - Parcel data.
 - Soils data.
 - DFIRM Base maps.
 - Land cover data.
 - Impervious cover – to be provided by RFCD. The consultant shall validate the data prior to use, and may request that RFCD provide location specific revisions to ensure that it is appropriate for this study.
 - Orthophoto concurrent with 2008 LiDAR data.
 - Other appropriate data as determined by the project manager.
- 1.4. Identify data gaps: Consultant shall identify data gaps that would prevent the consultant from preparing hydrologic and hydraulic mapping consistent with *FEMA's Guidelines and Specification of Flood Hazard Mapping Partners* (April, 2003).
- 1.5. Fill topographic data gaps through Survey: The District assumes that some infrastructure, such as storm drains, culverts and bridges, will need to be surveyed so that flooding can be accurately modeled. The Consultant shall survey these features with appropriate certification for use in *FEMA's Guidelines and Specification of Flood Hazard Mapping Partners* (April, 2003).
- 1.6. The Consultant shall identify all rights-of-entry needs and coordinate with the District to obtain the necessary rights-of-entry.

Task 2. – Hydrologic Analysis and Floodplain Delineation

- 2.1. Require hydrologic and hydraulic model at an appropriate scale: The Consultant shall employ methods described in RFCD Technical Policies including Tech Policy 010, 018 and 033. Models shall be prepared for the 500-yr, 100-yr, 25-yr and 10-yr events.
- 2.2. Prepare an Existing Conditions Hydrology and Hydraulics Report: Consultant shall prepare an existing conditions hydrology and hydraulics report in accordance with ADWR State Standard 1-96 Technical Data Notebook (TDN) format mapping all jurisdictional floodplains with 100-yr flows greater than 100 cfs.

Task 3. – Preparation of FEMA Map Revisions

- 3.1 Prepare a Letter of Map Revision (LOMR) for the Flowing Wells Wash and the associated AO1 zone along I-10: Depending on the results of the existing conditions analysis, a LOMR will be prepared to map the Flowing Wells wash and may extend to the Navajo Wash depending on the result of the Existing Conditions mapping.
- 3.2 Prepare a Conditional Letter of Map Revision (CLOMR) for AO1 Zone near Gardner Lane. The improved drainage at Gardner Lane should also reduce limits of this AO1 zone east of I-10. As such, a CLOMR may benefit property owners in this area. This CLOMR may not be required should the results of the LOMR indicate substantial reduction of the AO1 zone in the vicinity of Gardner Lane, and will be prepared at the discretion of the Project Manager.

Task 4 – Alternatives Analysis and Remediation Recommendations

- 4.1 Prioritize Problem Areas: The Consultant shall consider the problem areas identified in Task 2 and prioritize based on the relative benefit that may be achieved by addressing each of the problem areas.
- 4.2 Prepare an Addendum to the Existing Conditions Report identifying flooding problem areas for both the more frequent (10-yr and 25-yr) and regulatory (100-yr) events and prioritizing these.
- 4.3 The Consultant shall facilitate an Alternatives Identification workshop. The District will determine up to 20 participants from stakeholders and the Consultant team to attend the Alternatives Identification Session.
- 4.4 The Consultant shall prepare an existing conditions map for presentation at the Alternatives Identification Session (brainstorming). The presentation shall identify existing flooding problem areas and the results from data collection and existing conditions studies in the area.
- 4.5 The Consultant shall identify a mix of alternatives for determining preliminary potential solutions to flooding and drainage problems in the study area, and critical paths (i.e. downstream drainage solutions may be required in order to address

drainage problems higher in the watershed) which will be discussed in the brainstorming session.

- 4.6 The Consultant shall identify evaluation criteria and evaluate the strength, weakness, opportunities, constraints and estimated costs of approximately 3-5 alternatives.
- 4.7 The Consultant shall recommend a combination of alternatives to be studied further in the future Master Plan. The Consultant shall meet with the District to approve the alternatives to be assessed. . The focus of this feasibility level evaluation is to determine if suitable project alternatives exists to alleviate or manage flooding as determined during the Existing Conditions Analysis. The results of the analysis, including preliminary designs and cost estimates, shall be summarized in a Alternatives Selection Report.

Task 5 – Public Involvement

- 5.1 The Consultant shall arrange, attend and provide materials for up to 12 undefined informational meetings as necessary to gather information or to discuss alternatives. These meetings could be with public agencies, associations, developers, neighborhood associations or individual landowners.
- 5.2 The Consultant shall document and provide minutes to the District for all Stakeholder meetings.
- 5.3 The District will create a stakeholder fact sheet for use in educating stakeholders about the study.
- 5.4 The Consultant shall arrange, attend and provide materials for up to four Work Group Meetings with select stakeholder representatives.
- 5.5 The Consultant shall document and provide minutes to the District for all Work Group meetings.
- 5.6 The Consultant shall participate and provide staff for two public meetings.
- 5.7 The District shall be responsible for the preparation of handouts and display boards. The Consultant shall provide to the District, in digital format, information needed for the exhibits used at the public meetings.
- 5.8 The Ruthrauff Basin Management Plan website shall be hosted on the District website. Approved reports and documentation from the Consultant shall be submitted in a format (as specified by the District) that can be placed on the website. The District will provide final review and approval of all submittals for the website.

Task 6 – Project Administration

6.1 Meetings: The Consultant shall participate in the following specific meetings for the Ruthrauff Basin Management Study:

- 6.1.1. The Consultant shall attend a kick-off meeting with the District to submit the project schedule, which will include dates of all proposed submittals and review meetings. The Consultant shall bring key project members to the meeting to introduce them to the District staff that will be working on the project.
- 6.1.2. The Consultant shall meet monthly with the District's Project manager and project review team to discuss the overall project status and to discuss the District's review comments that will be provided to the Consultant at the meeting. Any problems shall be identified and discussed. The Consultant shall take notes of all regularly scheduled monthly project meetings.
- 6.1.3. The Consultant shall make site visits as necessary to become familiar with existing conditions in the study area.
- 6.1.4. The District will conduct two scheduled site visits to orient the Consultant with the project area and to determine any initial conflicts or opportunities.

6.2. Schedule

- 6.2.1. The project schedule outline shall be consistent with the numbering and tasks defined in this scope of work.

Task 7- Deliverables

7.1 Reports and Documents: The following reports shall be prepared for this study;

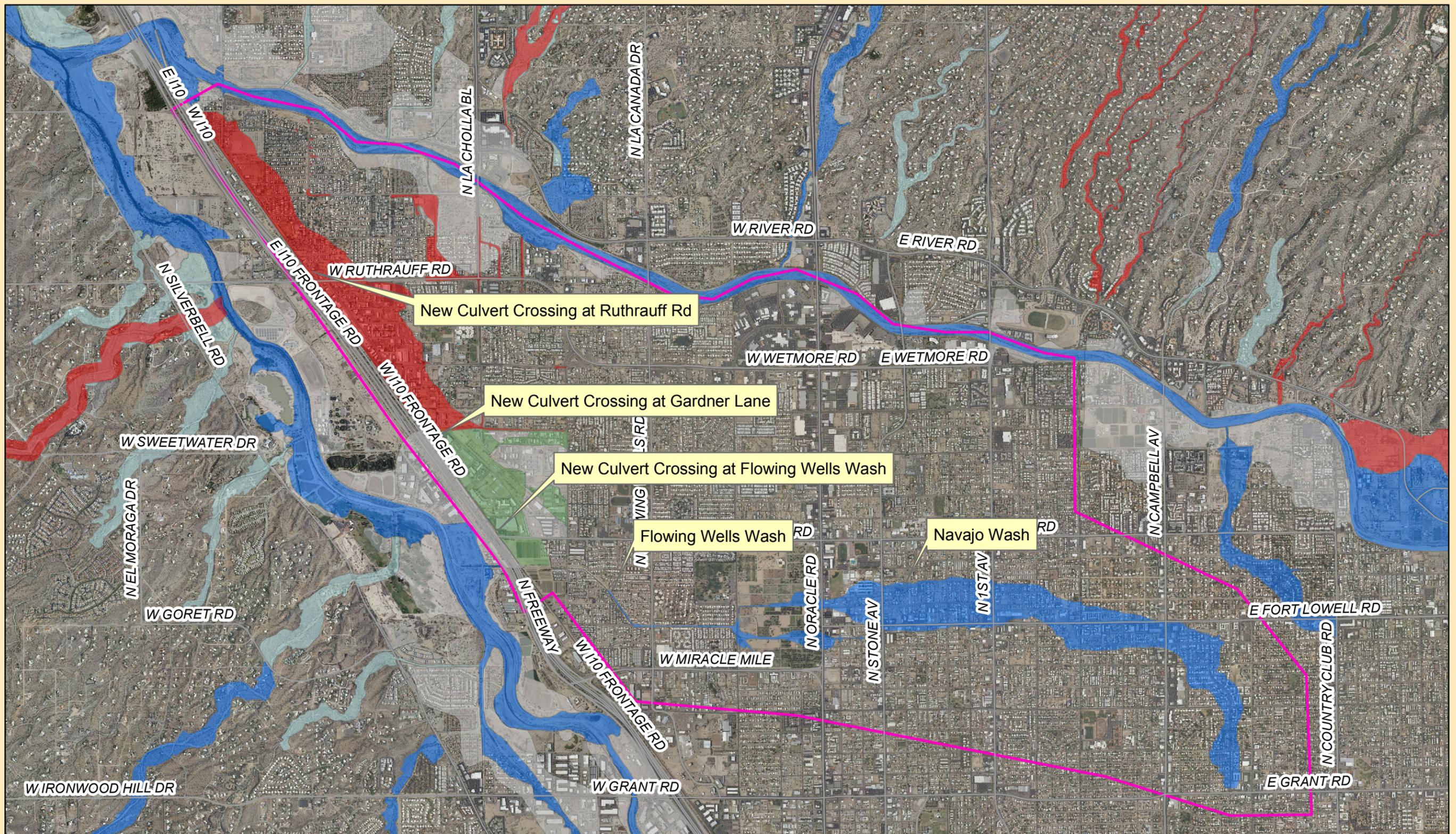
- 7.1.1 LOMR for Flowing Wells Wash and the associated AO1 zone (described in 3.1 above). The Consultant shall prepare a Technical Data Notebook in accordance with ADWR State Standard 1 (August 2012).
 - 7.1.2 CLOMR at discretion of the Project Manager a CLOMR may be prepared for the AO1 zone near Gardner Lane (described in 3.2 above). The Consultant shall prepare a Technical Data Notebook in accordance with ADWR State Standard 1 (August 2012).
 - 7.1.3 Existing Condition Report (described in 2.2 above)
 - 7.1.4 Alternative Selection Report (described in 4.7 above)
- 7.2 The Consultant shall submit all items sealed by a registered civil engineer or surveyor in the State of Arizona, as appropriate. Upon receipt of the final submittal, the District shall review the report and preliminary plans for the accurate incorporation of all final comments. If incomplete and/or incorrect incorporation of

those comments is found, the original documents shall be returned to the Consultant for corrections and resubmittal.

- 7.3 The Consultant shall submit computer files of the information to the District delivered on CD.
- 7.4 The Consultant shall submit 2 digital copies on CD and 4 paper copies for each draft report, estimate, or drawing to the District.
- 7.5 The Consultant shall submit 6 paper copies, 10 digital copies on CD for Existing Condition and Alternative Selection Reports, estimates, schedules or drawings to the District.

Task 8 – Additional Services

The Consultant shall be prepared to provide additional services as-needed in support of Tasks 1-7. These may include but not be limited to: geotechnical and materials analysis, structural engineering, community relations, landscape architecture, habitat evaluation and environmental services.




 Pima County Regional Flood Control District
 97 E Congress - 3rd Floor
 Tucson, Arizona 85701-1207
 (520) 243-1800, FAX: (520)243-1821
<http://www.rfcd.pima.gov>

Attachment A: Ruthrauff Basin Management Study Area

 Approximate Study Area
 Local Floodplain
FEMA Floodplain
 ZONE A
 ZONE AE
 ZONE AO 1
 ZONE X - SHADED

Scale: 1 inch = 3,000 feet

Date: November 13, 2013

The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. The Pima County Regional Flood Control District makes no claims regarding the accuracy of the information depicted herein.



This product is subject to the GIS Division Disclaimer and Use Restrictions.

APPENDIX 'B' - COMPENSATION SCHEDULE

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

END OF EXHIBIT 'B'

**ATTACHMENT 2
CONSULTANT PERFORMANCE INQUIRY**



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
PHONE: 520-724-3731
FAX: 520-724-4434

CONSULTANT: _____

FOR: *RUTHRAUFF BASIN MANAGEMENT PLAN*

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE CONSULTANT'S APPLICATION TO PROVIDE PROFESSIONAL SERVICES TO PIMA COUNTY FOR THE ABOVE-REFERENCED PROJECT. PLEASE RANK THE CONSULTANT'S PAST PERFORMANCE IN THE CATEGORIES INDICATED ON PAGE 2, USING THE CATEGORIES INDICATED ON PAGE 2 AND THE DEFINITIONS ON PAGES 3 – 6.

PLEASE FAX THIS SHEET AND YOUR COMPLETED QUESTIONNAIRE TO THE FOLLOWING ON OR BEFORE 2:00PM, January 14, 2014:

**ATTENTION:
ATTENTION: MARK KOSKINIEMI
Pima County Procurement Department
Design and Construction Division
Fax: 520-724-4434**

AGENCY or FIRM PROVIDING REFERENCE:

Name of Agency or Company: _____

Person Completing Reference: _____

Position: _____

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



PIMA COUNTY PROCUREMENT DEPARTMENT
 CONSULTANT REFERENCE

Name and Address of Consultant or Joint Venture		Total Contract Value:
		Contract Completion Date:
Type of Service Provided:		
Was the firm listed above the Prime Consultant or a Subconsultant?		
Ratings: After commenting, score in column on the right, using 1 for unsatisfactory, 2 for marginal, 3 for satisfactory, 4 for very good, and 5 for exceptional.		
Technical Performance – Comments:		
Cost Control – Comments:		
Schedule/Timeliness – Comments:		
Business Relations/Partnering Efforts – Comments:		
6.TOTAL SCORE: (sum of scores from above)		
7. Key personnel of Consultant:		
Name/Title:	Primary Responsibility:	
Name/Title:	Primary Responsibility	
What would you consider as the firm’s greatest success on this project?		
Were the services brought in on-budget and on-time? ___Yes ___No		
What was the project’s original contracted cost & delivery date?		
What was the project’s actual cost and delivery date?		
Explain any variances		

CONSULTANT PERFORMANCE RATING GUIDELINES

Name and Address of Consultant or Joint Venture being evaluated. Identify the specific division being evaluated if there is more than one.

Total Contract value, including amendments or change orders.

Contract completion date. State date the project was completed. Describe any issues if the work was completed beyond the original expected completion date.

Type of Contract. Describe the purpose/services of the overall contract.

Was the firm the prime consultant or a subconsultant?

In the comment area, provide rationale for the rating in accordance with the guidance attached to this Guideline. Indicate the performance rating in the far right column.

Add the scores and place in this box.

Identify Consultant or Joint Venture key personnel who played a major role in the performance rating. Identify their area of primary responsibility and comment on their performance during this contract phase. Do not list personnel not employed long enough to affect performance. In some cases, more than one individual may have served in a key position. List persons that had an effect on the ratings.

What did you consider the firm's greatest success on this project?

Indicate here if the Consultant completed the project within the time constraints and within the proposed budget.

- What was the project's original contracted cost & delivery date?
- What as the project's actual time and delivery date?
- Explain any variances

Amendments adding to the scope of work are considered within time and budget unless a time extension was needed for consultant to finish the original scope of work.

CONSULTANT PERFORMANCE RATING GUIDELINES

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

Technical Performance (Quality of Product/Service)

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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

Cost Control

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

- Significant cost overruns
- Ineffective or no corrective action plan

Schedule (Timeliness)

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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

Business Relations/Partnering Efforts

Exceptional

- Highly professional / Responsive / Proactive / Effective use of Partnering
- Prompt and accurate invoicing/approvals
- Minor changes made without cost impact / Limited in number / Anticipated early

Very Good

- Professional / Responsive / Use of Partnering
- Accurate invoicing/approvals
- Few change proposals submitted on a timely schedule

Satisfactory

- Professional / Reasonably responsive
- Adequate invoicing/approvals
- Reasonable number of change proposals submitted without impact on work effort

Marginal

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

Unsatisfactory

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



ATTACHMENT 3 - SMALL LOCAL PREFERENCE CERTIFICATION FORM

Complete and Return with Your Qualifications Statement

Project Name: Solicitation No. 119948 – RUTHRAUFF BASIN MANAGEMENT PLAN

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

Address

Phone

Date
