

PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: FLOWING WELLS BRANCH LIBRARY ADDITION

TUCSON, ARIZONA

January, 2016

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

Solicitation No. 205603

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PIMA COUNTY

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NOTICE OF SOLICITATION FOR QUALIFICATIONS No. 205603

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: FLOWING WELLS BRANCH LIBRARY ADDITION

Pima County is seeking Statements of Qualifications ("SOQ") from qualified firms to provide Architectural and Engineering (A/E) Design Services to design, produce construction documents, and perform construction administration for a new 10,000 square feet addition to the existing 5,000 square feet Flowing Wells Branch Library located at 1730 West Wetmore Road, Tucson, AZ 85705.

Professional services for this Project are to consist of the following and as described below:

- Existing Conditions Survey
- Programming
- Schematic Design
- Design Development
- Construction Documentation in three submittals
 - 50% CD Review
 - 90% CD Review
 - Permit/Bid Documents
- Bidding and Negotiation
- Construction Administration

The services required by this Solicitation for Qualifications (SFQ) shall be performed under the full authority and responsible charge of a principal of the firm who holds a current Arizona Certificate of Registration issued by the Arizona Board of Technical Registration for the practice of Architecture in the State of Arizona.

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>. The information regarding the submittal requirements of this Solicitation for Qualifications (SFQ) may be obtained at the Design and Construction Division of the Procurement Department located at 130 W. Congress Street, 3rd Floor, Tucson, AZ, 85701. Contact Christy Bustillos regarding documents at (520) 724-8414, FAX: (520) 724-4434; Email: christy.bustillos@pima.gov.

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

SOQ DUE DATE/TIME: February 29, 2016, at or before 4:00 PM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: February 10, 2016, 11:00 AM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

DIRECT QUESTIONS IN WRITING TO: Ana Wilber, Commodity / Contracts Officer
Fax: 520-791-6508 / E-mail: ana.wilber@pima.gov

PUBLISH: The Daily Territorial: January 29, 2016 and February 1, 2, 3, 2016

SECTION 1 – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** Pima County is soliciting Statements of Qualifications (“SOQ”) for selection of a qualified firm to provide Architectural and Engineering Design Services for the Flowing Wells Branch Library Addition (“Project”), located at 1730 West Wetmore Road, Tucson, Arizona. The Project is for the Pima County Facilities Management Department (“County”) in accordance with the terms, conditions, and requirements set forth in this Solicitation for Qualifications (SFQ). The County intends to award one (1) contract to the highest ranked firm.

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 **Exhibit “A” Scope of Services**.

The County intends to award a single Contract to the firm ranked highest as a result of evaluation of demonstrated competence and qualifications for these services pursuant to the procedures prescribed in A.R.S. § 34-603 and Pima County Policy D29.1 and with which the County is able to negotiate a satisfactory Contract pursuant to A.R.S. § 34-603.E.

2. **CONFIDENTIALITY AND DISCLOSURE:** Responses to this solicitation shall be considered privileged communications as to technical, financial, and institutional Content until award of the Contract. Until that time, pursuant to A.R.S. §34-603(H), only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. **Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under A.R.S. §34-603(H), the County must agree with your claim of confidentiality before any material may be withheld from disclosure. The County has initiated a new policy on confidential information that is reflected in the Public Information article of the attached sample contract. Respondents should familiarize themselves with that provision.**
3. **INTENT TO RESPOND:** Firms that intend to submit SOQs should notify the COUNTY as soon as possible of their intent by email to ana.wilber@pima.gov.
4. **INQUIRIES / QUESTIONS:** Inquiries shall be written, preferably sent by email. All questions must be received no later than seven (7) calendar days in advance of the submittal due date. All questions regarding this SFQ shall be directed to the following **Point of Contact**:

Ana Wilber – Commodities/Contracts Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, AZ 85743
ana.wilber@pima.gov, or Fax (520) 791-6508

5. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this Statement for Qualifications (SFQ) that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County’s web site (<http://www.co.pima.az.us/procure/ifbrfp-dc.htm>). Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will make an effort to notify respondents of the posting of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Failure to include acknowledgment of all addenda may be cause for rejection of the SOQ. **No oral interpretations shall be made as to the meaning of any of the SFQ documents, or be effective to modify any of the provisions of the SFQ documents. Oral interpretations of the SFQ documents are not binding on the County.**

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

The County desires to execute a contract for services that are based on cost plus a fixed fee. Appropriate, audited consultant overheads, salaries and other costs will be used as the basis of compensation.

8. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the Notice of Solicitation for Qualifications 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 County's position. Any questions regarding this solicitation should be presented to County at this conference.
9. **SUBMISSION OF QUALIFICATIONS:** The County will receive and timestamp SOQs at the date, time and location described in the "Notice of Solicitation for Qualifications" page.
10. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, six (6) hardcopies, and one (1) identical electronic copy on a CD or Flash Drive in a single document .pdf format of their Statement of Qualifications as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The submittal shall be delivered in a sealed envelope and 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: Ana Wilber, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

SOQs received after the due date and time as noted on the Notice of SFQs page will be returned to the respondent unopened. No late Submittals will be accepted. The County will not acknowledge or receive SOQs that are delivered by telephone, facsimile (fax), or electronic mail (e-mail). Properly submitted SOQs will not be returned to respondents.

11. **CONSULTANT SELECTION PROCESS:**
- A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-603. All properly submitted responsive SOQs will be evaluated, and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee. SOQs shall not include any information regarding respondent's fees, pricing, person-hours or other cost information.
 - B. A "Consultant Selection Committee" will be comprised of Representatives from the Pima County Facilities Management Department, the Pima County Library Department and a professional from the private sector. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee. This committee will evaluate submissions and determine the highest ranked firm for recommendation for award.
 - C. This committee will evaluate initial SOQs based upon evaluation of the selection criteria and relative weight of the selection criteria published in this SFQ, conduct interviews with at least three (3) but no more than five (5) short-listed firms for which the interview selection criteria and weighting of the selection criteria will be communicated to interviewing firms in the interview notice, and, based on the combined results of both the interview process and the evaluation of statements of qualifications submitted in response to the SFQ, recommend the most qualified firm to be recommended for

award. The selection committee may not consider fees, price, man-hours or any other cost information in the selection or order of preference.

- D. The County intends to negotiate fees for these services with the top ranked and recommended firm. If agreement cannot be reached with the top ranked and recommended firm, the County intends to enter into negotiation with the next highest ranked firm or firms or reject all submissions. Following the successful negotiation of fees, a contract will be recommended for award with the selected firm.
- E. The Department will make an award recommendation to the Board of Supervisors based on the evaluation scores and a successful fee negotiation for services. The recommendation will be emailed to each participating firm prior to the Board of Supervisors agenda date for award. Selection of Consultants shall be at the discretion of the County and the County reserves the right to reject any or all SOQ's.

12. 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:	February 10, 2016 at 11:00 a.m.
Statements of Qualifications (SOQ) due:	February 29, 2016 at 4:00 p.m.
Interviews:	March 2016
Fee Negotiations:	March 2016
Final Contract and NTP:	April 2016

13. **COUNTY'S RESERVATION OF RIGHTS:** The County may evaluate the SOQs based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.
14. **COST OF SUBMITTAL PREPARATION:** This SFQ does not commit County to pay any costs incurred in the preparation, presentation or return of submittal including interview time.
15. **WAIVER OF CLAIMS:** Each respondent in submitting an SOQ is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of said respondent's submission.
16. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply. (This does not preclude a respondent from using consultants.) The County will contract only with the individual firm or formal organization that submits an SOQ.
17. **JOINT VENTURES:** Respondents that submit an SOQ as a Joint Venture must include a copy of the Joint Venture Agreement at the time of submittal. The Introductory Letter must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partners. This Agreement is NOT included in the suggested 30 page-count limitation.
18. **SUSPENSION / DEBARMENT:** By submitting its SOQ 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.
19. **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 bidders and offerors to check the website.

20. **PIMA COUNTY ONESTOP SYSTEM:** Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>
21. **VENDOR REGISTRATION:** Pima County has implemented a new internet-based vendor registration system called VSS (Vendor Self Service Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is located on the Procurement Department website at www.pima.gov/procure. All Contractors must register in VSS.

End of Section 1 – General Information

SECTION 2 – EXECUTIVE SUMMARY

2.1 PROJECT CONTRACT STRUCTURE:

The Design Contract for this project will be a Single Tier Agreement for all phases of design.

2.2 PROJECT SCHEDULE:

After the award of contract and issuance of a Notice to Proceed, the architect shall schedule meetings with the County Project Manager to develop a reasonable project schedule based on the Contract terms.

- a. Design through Construction Documents – Eight (8) Months
- b. Permits and Bidding – Three (3) Months
- c. Construction – Twelve (12) Months

The master Project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team.

End of Section 2 – Executive Summary

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications to all questions in Section 3 and in Attachment '3'. This attachment is available for respondent's use in a downloadable Microsoft Word™ format available on the Pima County Design and Construction website at <http://www.pima.gov/procure/ifbrfp-dc.htm>. Use of the Microsoft Word™ document is at respondent's sole risk. Respondent is responsible for updating the Microsoft Word™ document as applicable for any changes made by addendum. Respondent may modify this document; however, the general format should remain the same. The following evaluation criteria will be used in the evaluation of design firms. The response should address each item in the order presented below. Incomplete Qualifications will be considered non-responsive and subject to rejection.

- 3.1 **Respondent's Statement of Interest and Availability to Undertake the Project** (no points)
Respondent to fill out Attachment '3'
- 3.2 **Respondent's Ability to Provide Design Services** (10 points)
Respondent to fill out Attachment '3'
- 3.3 **Respondent's Past Representative Projects** (38 points)
Respondent to fill out Attachment '3'
- 3.4 **Past Performance Evaluation - References** (9 points)
- Provide the Consultant Performance Inquiry form (Attachment '5') to **THREE (3) references that can support the three projects listed above for 3.3. (One reference for each project). At least TWO of the three references returned should be from the General Contractor on the project.**
 - **Request those references to fax that form DIRECTLY back to Pima County Procurement Department, Design and Construction Division at 520-791-6508 on or before the due date and time for the Solicitation.**
 - 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 references will not be considered. References may be contacted for additional information.
- 3.5 **Qualifications of Design Team** (26 points)
- 3.5.1 Respondent to complete questions on Attachment '3' – Section 3.5.
- 3.5.2 Submit resumes of key personnel of the Design Team that will be directly involved in the Project, stating certifications, training, and experience in providing the requested services. Include a summary of projects similar in type, scope and complexity. Demonstrate on the resumes that the Principal(s) of the firm possess current and valid Professional Registration in the State of Arizona, in the discipline being proposed. Resumes must not exceed two (2) pages each and may be placed in **Appendix '1'** to your response.
- 3.6 **Respondent's Understanding of Scope of Work / Schedule** (12 points)
- 3.6.1 Respondent to complete questions on Attachment '3' – Section 3.6

3.7 Respondent's Knowledge of Current A/E Methodologies, Technologies and Best Practices (5 points)

3.7.1 Respondent to complete questions on Attachment '3' – Section 3.7

3.8 Equal Opportunity Plan/Statement and SBE Utilization (submitted in Appendix '2') (10 points)

- a) A brief description of the prime firm's Equal Opportunity Employment plan or statement. **This description will not count towards the total number of suggested pages.** (2 points)
- b) Prime respondents who are Certified SBE firms by the City of Tucson shall receive five points. County shall verify eligible firms' SBE status with the City of Tucson Procurement Department Business Enterprise & Compliance Program. Other certifying agencies and/or statuses (e.g. DBE, WBE, MBE, VBE, etc.) are not eligible for SBE points under this section. SBE Certification may be acquired or verified from the City of Tucson Procurement Department; Business Enterprise & Compliance Program; (520) 837-4000, Fax (520) 791-4735, 255 West Alameda, 6th Fl, Tucson, AZ 85726-7210, http://www.tucsonprocurement.com/bidders_SBE.aspx. (5 points)
- 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. (3 points)

3.9 Small Local Preference (submitted in Appendix '3') (5 points)

Architectural or Engineering Services shall be procured in accordance with Title 34 of Arizona Revised Statutes, except that a preference shall be given for small, local firms pursuant to Pima County Procurement Code 11.12.030 (D) as follows:

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 Preference points shall be computed and assigned separately for each step (written and interviews) in the evaluation.
- 3.7.4 The preference points under this section shall be cumulative and in addition to any other preference points to which a firm may be entitled.
- 3.7.5 Points for Small Local Firm only apply to the Prime Firm.

Complete and submit Small Local Firm Preference Certification Form (Attachment '2').

3.9 Professionalism of Written Statement (a maximum of 5 points may be deducted)

All SOQs are expected to be prepared in a professional manner. This includes organization, formatting as instructed, adhering to suggested page count, readability, and accuracy of spelling and grammar. Evaluation points may be deducted for less than professional work.

3.10 **Presentations / Interviews**

(100 points)

- 3.10.1 Interviews will be held pursuant to A.R.S. §34-603. Before interviews are held, firms selected for interviews will be provided with the selection criteria and relative weights of the selection criteria to be used in selection. The evaluation for SBE will be arrived at by assigning the same number of points attained in the written evaluation for those criteria. The respondent with the highest average of the interview and written score (including applicable SBE and Small Local Business preference points) will be the highest ranked respondent.
- 3.10.2 Firm's selected for interviews should be prepared to present to the Selection Committee. The Procurement Department will advise the invited firms of the definitive date, time and place on or about 10 calendar days prior to interviews.
- 3.10.3 The County will provide an agenda or outline in advance of the interview covering any additional requirements to be addressed by the invited firms.

End of Section 3 – Requirements for Statement of Qualifications

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS:

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this SFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of County's needs.
- 4.1.2 Suggested page count for the Statement of Qualifications shall be **THIRTY (30) SINGLE-SIDED PAGES**.
- The following do not count toward the suggested 30 page count: cover, table of contents, divider sheets, Resumes, Affirmative Action Statement, Project Team Member Utilization Form, and Small Local Firm Preference Certification Form. Do not insert unrequested photos of your projects. Any picture accompanied by any written words or numbers will be considered a page and counted toward the page count limitation.
 - **Appendix '1'** may contain Resumes (**not more than 2 pages each**) of key personnel, and any subconsultants who will perform these services. Resumes shall be specific to the individual and not a restatement of the qualifications of the individual's firm.
 - **Appendix '2'** may contain the Equal Employment Opportunity Policy Statement and the Project Team Member Utilization Form (Attachment '1').
 - **Appendix '3'** may include the Small Local Firm Preference Form (Attachment '2'). Note that points for this form **ONLY** apply to the prime consultant submitting the proposal.
- 4.1.3 All pages shall be printed on one side only. For typewritten pages, the minimum font size is Times New Roman 10 point or equivalent. Black ink is preferred, but color may be used for specific emphasis.
- 4.1.4 Respondents shall carefully read the information contained in this SFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQs will be considered non-responsive and subject to rejection.
- 4.1.5 Qualifications and any other information submitted by respondents in response to this SFQ shall become the property of the County.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the SFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 4.1.7 The County makes no representations of any kind that an award will be made as a result of this SFQ. The County reserves the right to accept or reject any or all Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this SFQ when deemed to be in County's best interest.
- 4.1.8 Qualifications shall consist of responses to questions identified in Section 3 of the SFQ as provided in Attachment '3'.
- 4.1.9 Failure to comply with all requirements contained in this Solicitation for Qualifications may result in the rejection of the Qualifications.

4.1.10 The highest ranked firm selected for the negotiation phase may be asked to provide most recent audited Financial Statements.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND INDEX TABS:

4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with comb or spiral-type bindings, binders, or staples. Larger sheets may be used **only for organizational charts** if they are folded to not larger than 8-1/2 x 11 inches.

4.2.2 Additional attachments (**except for Appendix '1', Appendix '2' and Appendix '3'**) shall NOT be included with the Qualifications. **Only the responses provided by the respondent to the questions identified in Section 3 of this SFQ will be used by the County for evaluation. Additional pamphlets, brochures or other marketing material not labeled as answering a portion of the solicitation will not be considered for evaluation.**

End of Section 4 – Format for Statement of Qualifications

ATTACHMENT "2" SMALL LOCAL FIRM PREFERENCE CERTIFICATION FORM (1 Page)
(Complete and Return with Your Qualifications Statement)

Project Name: Architectural and Engineering Design Services: Flowing Wells Branch Library

Firm Name: _____

Please complete the following certification for the **Prime Respondent's Firm**. 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 this form is not returned with your Statement of Qualifications, it will be assumed your firm does not qualify for the "Small Local Firm Preference."

Signature

Title

Firm Name

Address Line 1

Address Line 2

Phone

Date

End of Attachment "2" Small Local Firm Preference

ATTACHMENT "3" RESPONDENTS STATEMENT OF QUALIFICATIONS (7 Pages)

3.1 Respondent's Statement of Interest and Availability to Undertake the Project

Company Name:	
Street Address:	
Town, State, Zip Code:	
Phone Number:	
Fax Number:	
Point-of-Contact for Firm: Title: <i>(provide signature below)</i> Email:	
3.1.1 Provide General Statement of Interest and Qualifications (100 words maximum):	
<i>3.1.1 Response:</i>	
3.1.2 List Key Contact Person from your firm who will manage this County Contract.	
<i>3.1.2 Response:</i>	
3.1.3 List and describe availability and commitment of the Respondent, it's Principal(s) and assigned professionals to undertake the Project and include number of Principal(s) current and valid Professional Registration in the State of Arizona:	
<i>3.1.3 Response:</i>	
3.1.4 Respondent's City and State of it's corporate headquarters:	
<i>3.1.4 Response:</i>	
3.1.5 Provide statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the attached Sample Contract. If exceptions are taken, propose specific alternate language.	
<i>3.1.5 Response:</i>	
Signator certifies that the information provided in this Statement of Qualifications is current and accurate to the best of the signator's knowledge. By signing this statement of interest and availability, Signator represents that the firm and assembled team have the financial resources and staff availability to complete this project within the required schedule.	_____ Signature
	_____ Date

3.2 Respondent's Ability to Provide Design Services (10 points)

3.2.1 Describe Firm's history, including the name(s) of the proposed Design Team, address(es) of the corporate headquarters and local offices(s), and number of years in business. (5 points)		
<i>3.2.1 Response:</i>		
Revenue total for past fiscal year (3 points) <i>(indicate when fiscal year commenced)</i>		\$
Annual revenue totals for the past five years	2014-2015	\$
	2013-2014	\$
	2012-2013	\$
	2011-2012	\$
	2010-2011	\$
3.2.2 Is your firm currently for sale or involved in any transaction to expand or become acquired by another business entity? (Y/N) (2 points)		
<i>3.2.2 Response:</i>		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please explain the impact both in organizational and directional term.		

3.3 Respondent's Past Representative Projects (38 points)

3.3.1 Provide a LIST of Design Services Projects completed with the past ten (10) years that are relevant to this project type, scope and complexity. List the projects in order of priority, with most relevant projects listed first. Indicate when each Project was completed. (8 points)
<i>3.3.1 Response:</i>
3.3.2 From the projects listed above, identify and describe THREE (3) completed projects. List the projects in order of priority below, with the most relevant project listed first. NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed with other firms. (30 points total- 10 pts for each project)
<i>3.3.2 Response:</i>

3.3.2 Project #1

Project Name			
Project Location <i>(City, State)</i>			
Contract Delivery Method <i>(DBB, DB, CMAR, Other)</i>			
Type of Construction <i>(New, renovation, expansion)</i>			
Final Project Size <i>(Gross square feet)</i>			
Initial GC Construction Cost	\$	Final GC Construction Cost	\$
Explain Difference in Cost above			
Original Project Start Date <i>(month/year)</i>		Original Project Completion Date <i>(month/year)</i>	
Actual Project Start Date for Design <i>(month/year)</i>		Actual Project Completion <i>(month/year)</i>	
Name of Project Manager			
Name of Project Architect			
Name and contact of GC			
Name and contact of owner			
<p>Project #1 - Insert Color Image/s</p>			

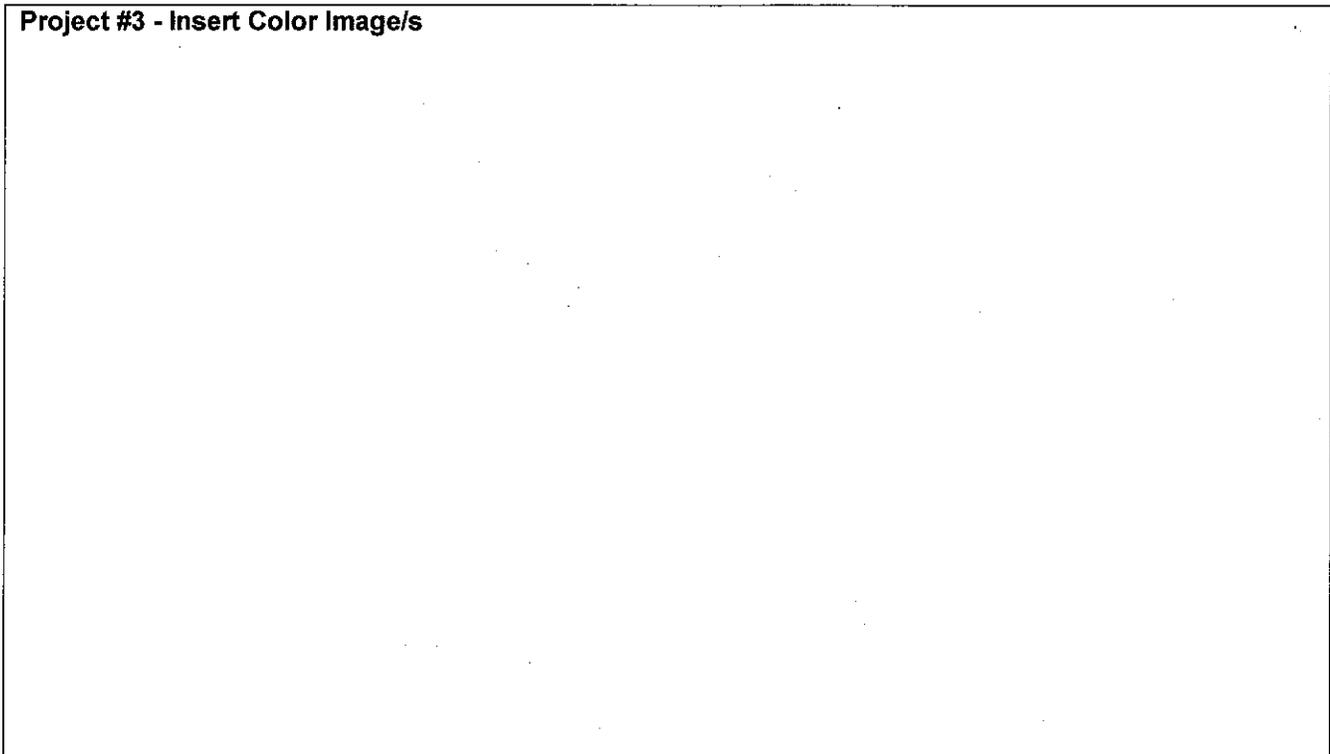
3.3.2 Project #2

Project Name			
Project Location <i>(City, State)</i>			
Contract Delivery Method <i>(DBB, DB, CMAR, Other)</i>			
Type of Construction <i>(New, renovation, expansion)</i>			
Final Project Size <i>(Gross square feet)</i>			
Initial GC Construction Cost		\$	Final GC Construction Cost
			\$
Explain difference in Cost above			
Original Project Start Date <i>(month/year)</i>		Original Project Completion Date <i>(month/year)</i>	
Actual Project Start Date for Design <i>(month/year)</i>		Actual Project Completion <i>(month/year)</i>	
Name of Project Manager			
Name of Project Architect			
Name and contact of GC			
Name and contact of Owner			
Project #2 - Insert Color Image/s			

3.3.2 Project #3

Project Name			
Project Location <i>(City, State)</i>			
Contract Delivery Method <i>(DBB, DB, CMAR, Other)</i>			
Type of Construction <i>(New, renovation, expansion)</i>			
Final Project Size <i>(Gross square feet)</i>			
Initial GC Construction Cost	\$	Final GC Construction Cost	\$
Explain difference in Cost above			
Original Project Start Date <i>(month/year)</i>		Original Project Completion Date <i>(month/year)</i>	
Actual Project Start Date for Design <i>(month/year)</i>		Actual Project Completion <i>(month/year)</i>	
Name of Project Manager			
Name of Project Architect			
Name and contact of GC			
Name and contact of Owner			

Project #3 - Insert Color Image/s



3.4 Past Performance Evaluation – Evaluation Committee review of submittals of Attachment “5” (9 points)
 County reserves the right to contact any reference firm or any of the contacts for projects listed in section 3.3 and consider information from these inquiries in this section.

3.5 Qualifications of Design Team (26 points)

3.5.1 Unique qualifications of the Design Team’s Key Personnel, Project Manager, and all other proposed subconsultants relevant to the project. At a minimum, the individuals comprising the team shall include all sub-consultant services as required to provide a complete project in addition to the usual and customary architectural disciplines. (16 points)

Submit resumes of key personnel of the Design Team that will be directly involved in the Project, stating certifications, training, and experience in providing the requested services. Include a summary of projects similar in type, scope and complexity. Demonstrate on the resumes that the Principal(s) of the firm possess current and valid Professional Registration in the State of Arizona, in the discipline being proposed. Resumes must not exceed two (2) pages each and may be placed in Appendix ‘1’.

Additional consultants may include (but not limited to) specialists in:

- Architectural Services
- Civil Engineering
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Building and room identification signage
- Communications and IT coordination as necessary
- Cost Estimating at SD, DD 50% and 90% CD’s and Bid Phase (independent consultant)
- ADA Compliance

3.5.1 Response:

3.5.2 Describe the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. (5 points)

3.5.2 Response:

3.5.3 Provide a statement as to the firm staff size of each Design Team member Firm. Demonstrate that the proposed team members are able to make the time commitments required. (5 points)

3.5.3 Response:

3.6 Respondent's Understanding of Scope of Work / Schedule (12 points)

3.6.1 Firm shall demonstrate their expertise, knowledge and understanding of the scope of work. What significant challenges do you see to develop this project? (7 points)
<i>3.6.1 Response:</i>
3.6.2 Describe how you develop and maintain work schedules during design and construction administration to coordinate with the County's project schedule. (5 points)
<i>3.6.2 Response:</i>

3.7 Respondent's Knowledge of Current A/E Methodologies, Technologies and Best Practices (5 points)

3.7.1 Describe your procedures for implementing industry's "best practices" for: (3 points) <ul style="list-style-type: none">• Cost tracking - Describe your method for managing the construction cost for this project from the beginning• Document and constructability review and coordination
<i>3.7.1 Response:</i>
3.7.2 Firm's must have the capability to produce design drawings for projects in a format compatible with the Pima County Facilities Management Department's computer aided drafting (CAD) system. A copy of the PCFM CAD Standards is attached to this SFQ. (2 points) <ul style="list-style-type: none">• Provide an outline of software currently used by your firm and explain the significance of the software's relationship to the successful management of this project
<i>3.7.2 Response:</i>

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY (6 Pages)

(Page 1 of 6)



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
PHONE: 520-724-8586
FAX: 520-724-4434

CONSULTANT: _____

PROJECT: **ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: FLOWING WELLS BRANCH LIBRARY ADDITION**

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 OF THIS ATTACHMENT (note: the actual documents are numbered differently on the bottom of the page than that of this fax because they are taken directly from the solicitation.)

PLEASE FAX THIS SHEET AND YOUR COMPLETED QUESTIONNAIRE BY OR BEFORE THE CLOSING DATE OF THIS SOLICITATION, WHICH IS FEBRUARY 29, 2016 BY 4:00 PM LOCAL TUCSON TIME.

**ATTENTION: Ana Wilber, CCO
Pima County Procurement Department
Design and Construction Division
Fax: 520-791-6508**

(It is not necessary to fax back pages 3-6 of this inquiry. Only this sheet and the completed questionnaire are needed)

NAME OF FIRM PROVIDING REFERENCE: _____

PERSON COMPLETING REFERENCE: _____

POSITION: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

DO YOU REPRESENT AN OWNER OR A GENERAL CONTRACTOR ?

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY
 (Page 2 of 6)

1. Name and Address of Consultant or Joint Venture		2. Total	
		a. Design Contract Value:	
		b. Construction Contract Value:	
		3. Contract Completion Date:	
4. Name of Project and Type of Service Provided:			
5. Ratings: After commenting, score in column on the right, using 1 for unsatisfactory, 2 for marginal, 3 for satisfactory, 4 for very good, and 5 for exceptional.			
Technical Performance – Comments:			
Cost Control – Comments:			
Schedule/Timeliness – Comments:			
Business Relations – Comments:			
6. TOTAL SCORE: (sum of scores from above)			
7. Key personnel of Consultant:			
Name/Title:		Primary Responsibility:	
Name/Title:		Primary Responsibility	
Name/Title:		Primary Responsibility	
8. Did the consultant seem committed to customer satisfaction? ___ Yes ___ No WHY/HOW?			
9. Were the services brought in on time? ___ Yes ___ No WHY/HOW?			

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY
(Page 3 of 6)

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

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY
(Page 4 of 6)

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)
<p>Exceptional</p> <ul style="list-style-type: none">• 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
<p>Very Good</p> <ul style="list-style-type: none">• 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
<p>Satisfactory</p> <ul style="list-style-type: none">• 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
<p>Marginal</p> <ul style="list-style-type: none">• 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
<p>Unsatisfactory</p> <ul style="list-style-type: none">• 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

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY

(Page 5 of 6)

Cost Control

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

- Significant cost overruns
- Ineffective or no corrective action plan

Schedule (Timeliness)

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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

ATTACHMENT "4" CONSULTANT PERFORMANCE INQUIRY
(Page 6 of 6)

Business Relations

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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

End of Attachment "4" Consultant Performance Inquiry

**ATTACHMENT "5" PIMA COUNTY FACILITIES MANAGEMENT (PCFM)
ELECTRONIC DOCUMENT STANDARDS (2 Pages)**

A. PURPOSE

PCFM requires projects to be completed and documented in an electronic form using AutoCAD® and Adobe PDF. The purpose of these standards is to define minimum standards required to create electronic submittals of drawings, specifications, shop drawings, Operations & Maintenance Manuals and other documents submitted to PCFM for the COUNTY's use in management and renovation projects over a building's anticipated life span.

B. PIMA COUNTY FACILITIES MANAGEMENT CAD SYSTEM CONFIGURATION

1. The Pima County Facilities Management Department uses the following system configuration:

Intel Based CPU
Windows XP PRO
AutoCAD® rel. 2012
Microsoft Office 2010
Adobe Acrobat X Pro

C. GENERAL REQUIREMENTS

1. Unless waived by the COUNTY's Project Manager assigned to the Project, all construction contract documents, design drawings, specifications, shop drawings, submittals and reports sent to the COUNTY for review shall be created and documented electronically. Consultants providing design services for Pima County Facilities Management (PCFM) are required to provide as built drawings and Record CAD drawings in AutoCAD® .DWG electronic format at the end of the construction project. Pre-design drawings and conceptual plans prior to the schematic design phase can be drawn in free hand with the approval of the COUNTY Project Manager assigned to the project; however, the review submittals to the COUNTY shall be documented electronically in PDF format, and as required by the Contract.
2. At project closeout an electronic copy of the documents, including drawings, specifications, shop drawings, and operations & maintenance manuals shall be delivered to the COUNTY's Project Manager on CD ROM media. Project drawings shall be in AutoCAD® .DWG format. In no event will drawings produced in the DXF format be acceptable. A support directory shall be added to the drawing set. This directory should contain all support files including CTB Plot files, all used font shape files, shape files, PDF's, image files, and all other attached files. While the consultant may create the initial/internal drawings as 3D files, the final electronic drawings submitted at project close out must be 2D files which can be easily edited by PCFM staff and which do not require a 3D program to view or edit. All final CD ROM media must be verified with PCFM to make sure it conforms to PCFM standards before it is accepted by PCFM.
3. Should the PCFM Department upgrade AutoCAD® software during the term of this Contract, the CONSULTANT will NOT be asked to upgrade any project that has already been started under the old version. However, any projects which have not yet been started by the CONSULTANT are required to be designed using the upgraded version currently in use by the PCFM Department.

D. AS-BUILT RECORD DRAWINGS

1. As part of the Project Closeout requirements, the CONSULTANT shall prepare the as-built records drawings which contain x-refs by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to

referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings (.dwg), including all x-ref-dependent objects (OLE, PDF, and images) and blocks using the XREF Bind option. Also include all supporting files including CTB files and fonts (truetype and shape).

2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.

End of Attachment "5" PCM Electronic Document Standards

ATTACHMENT "6" SAMPLE CONTRACT (13 Pages)

PIMA COUNTY FACILITIES MANAGEMENT	
PROJECT:	ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: FLOWING WELLS BRANCH LIBRARY ADDITION
CONSULTANT:	NAME ADDRESS CITY, STATE, ZIP
AMOUNT:	\$
FUNDING:	<AS STATED ON BOSAIR>

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and <CONSULTANT Name>, hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Flowing Wells Branch Library Addition; and

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 205603, CONSULTANT was determined to be the most qualified for this Project; and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on _____, and terminates on _____, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (9 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **Article 5**.

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 3 - DEFINITIONS

Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract,

are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by COUNTY.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with **Article 5**.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in EXHIBIT "B" -COMPENSATION SCHEDULE.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to CONSULTANT for both profit and unallowable costs. Efficient cost control will allow CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

Labor Rates. Labor rates are the actual cost of salary paid to employees of CONSULTANT and identified in EXHIBIT "B" - COMPENSATION SCHEDULE.

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT's fixed Fee.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT "B" - COMPENSATION SCHEDULE.

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4 - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT's Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT's fee will remain fixed and may be adjusted only as provided in **ARTICLE 5** and **ARTICLE 6**.

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT "B" - COMPENSATION SCHEDULE (5 pages). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and

supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed <DOLLAR AMOUNT OF CONTRACT (\$) >.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will 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 Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under **ARTICLE 25**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk. Additional Services identified in EXHIBIT "B" - COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONSULTANT will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT "B" - COMPENSATION SCHEDULE. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly billable rates shown in EXHIBIT "B" - COMPENSATION SCHEDULE will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT "A" - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

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

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially

from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
 3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT "A" - SCOPE OF SERVICES under any one of the major task

categories in EXHIBIT "B" – COMPENSATION SCHEDULE may be made between the COUNTY's department representative and the CONSULTANT's project manager by written agreement.

- B. County's Procurement Director may make a reallocation among the major tasks in EXHIBIT "B" – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT "A" - SCOPE OF SERVICES or EXHIBIT "B" – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

7.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-791-6508.

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY its agents, employees or indemnities.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

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. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will 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 must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not 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 is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will 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 will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is 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 will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes 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 will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances 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 is not 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 is not an accord and satisfaction.

ARTICLE 13 – 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 creates 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 14 – NON-ASSIGNMENT

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

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any subconsultants**. During the performance of this contract, CONSULTANT will 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 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will 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 will 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 may result in the termination of this Agreement.

ARTICLE 17 – 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 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will 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, constitutes an event of default:
1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.
- D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—
1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
 2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes 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, COUNTY determines 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 COUNTY had terminated the Contract for convenience.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 21 – NOTICES

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

COUNTY:
Michael Kirk, Director
Facilities Management
150 West Congress Street
Tucson, AZ 85701
Tel:
Fax:

CONSULTANT:
Name
Firm Name
Address
City, State, Zip
Tel:
Fax:

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 205603, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – BOOKS AND RECORDS

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

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

ARTICLE 26 – DELAYS

Neither party hereto will 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 27 – DISPUTES

In the event of a dispute between the Parties 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 (1) 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 will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – 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 vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 29 – 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 contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT 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 is a Public Record and must 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 will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) 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 is not counted in the time calculation. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 30 – 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 will further ensure that each subconsultant who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has 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, is 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 must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant'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 is 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 are 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 is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

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ARTICLE 31 - ENTIRE AGREEMENT

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

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

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

ATTEST:

Date

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT "A" SCOPE OF SERVICES (9 Pages)

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

The Scope of Professional Services shall include all professional services required to design and construct the Project.

All work shall be performed by persons licensed in the State of Arizona for the type of Professional Services required, or by persons under direct supervision of the licensed Professional, for which the Licensed Professional(s) assumes responsibility. The names of the licensed Professional(s) shall be supplied. They shall be responsible for the drawings and specifications pertaining to the Professional Services they provide, by sealing and signing all drawings and specifications for which they are responsible.

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, and reports by the Board of Supervisors is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

If a responsive construction bid proposal for construction of the Project is not received for an amount within the construction budget, the CONSULTANT shall, in consultation with the COUNTY, revise the scope and/or quality of the project to obtain a satisfactory proposal to construct the project in accordance with A.R.S. 34-104, at no additional cost to the COUNTY, unless otherwise agreed upon by the COUNTY.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, and the CONSULTANT, for review and approval by the COUNTY.

During the design phase of the project the CONSULTANT shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the COUNTY. The CONSULTANT shall develop the baseline project schedule in Microsoft Project 2007 format or newer. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Pre-Design and Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Narrative:

The existing Flowing Wells Branch Library opened in July of 2008 in a new starter 5,000 square foot building. The current building accommodates a collection of 13,000 books, CD's and DVD's. The library collaborates closely with the Ellie Towne Flowing Wells Community Center across the street for meeting room and computer lab space. The existing building was constructed initially with expanded vehicular parking for a future phase in mind.

This project is to design and construct up to a 10,000 square foot addition onto the existing 5,000 square foot Flowing Wells Branch Library. The addition will be designed to accommodate up to a 40,000 item collection, a meeting / story telling room, expanded children's / teen areas, small study rooms, computer commons, storage space and staff restrooms. It is anticipated that an additional 8 to 10 parking spaces can be accommodated on site.

Constructing the new library addition will provide all the necessary amenities to make it a full service branch library. The need is great to expand the Library in its existing location so that library patrons do not have to cross a busy city street to access the Community Center, thus improving accessibility and safety.

The County's Project Team will consist of representatives from Pima County Facilities Management and Pima County Library Administration. All required design review presentations shall be made to Pima County Facilities Management prior to presenting to the entire Project Team.

3. Architectural & Engineering Services

Design services for this project shall consist of Pre-design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration as described further in the Design Services Detail section below.

Professional services for this project are to consist of the following and as described below:

- Existing Conditions Survey
- Programming
- Schematic Design
- Design Development
- Construction Documentation:
 - 50% CD Review Documents
 - 90% CD Review Documents
 - Permit/Bid documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, color and material finish boards, Power Point presentations etc. Provide separate line items in the fee proposal.

These Design services shall include (not limited to) the following as required:

- Architectural Services
- Civil Engineering
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Building and room identification signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and Bid phase.
- ADA Compliance

Interior design and furniture and equipment design services will be supplied by Pima County Facilities Management and coordinated with the architect for inclusion into the construction documents. This includes finish material and color selections. Finish material specifications shall be provided by the CONSULTANT.

4. Estimated Budget & Cost Control

The total project budget shall not exceed **\$3,200,000**, which includes approximately \$2,250,000 available for construction by the General Contractor. The construction delivery method is Design-Bid-Build.

The CONSULTANT is responsible to maintain the project's design within the construction budget. The cost estimator needs to be well aware of construction costs with the southern Arizona market. A professional estimator, who is not an employee of the CONSULTANT's firm, and is independent from the CONSULTANT's other sub-consultants, shall prepare cost estimates. If necessary the CONSULTANT and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. If changes need to occur to the design documents in order to get the design within budget, including new cost estimate/s, this work shall be at no expense to the COUNTY.

5. Project Schedule:

- d. Design through Construction Documents – Eight Months
- e. Permits and Bidding – Three Months
- f. Construction – Twelve Months

The master project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team.

6. Pre-Design Services Detail:

a. Existing Conditions Survey:

The CONSULTANT shall visit the project site and field measure and photograph existing conditions. The CONSULTANT shall provide to the COUNTY's Project Manager AutoCAD drawings (2010, or newer, format) of the existing conditions following the Pima County Facilities Management Design Standards. Drawings shall include a site plan indicating existing buildings, hardscape, landscaping, lighting, utilities and any special features, subject to demolition and/or relocation. The COUNTY shall provide all available documentation of the original construction and floor plans as available.

b. Programming:

At the award of this contract, the CONSULTANT shall meet with the project partners to verify the program and the functional needs of the new space. Any previously developed building program will be given to the consultant at the time of award. (See Concept Plan prepared by the County attached in **Exhibit A-1**)

7. Design Services Detail:

a. Applicable Codes and Regulations:

The CONSULTANT shall provide construction documents and assist the COUNTY with obtaining a building permit with Pima County Development Services.

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal for permit as applicable.

b. Schematic Design Phase:

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall proceed to the Schematic Design Phase of the Project, which consists of drawings, outline specifications, calculations and other documents, which establish the general, scope, conceptual design, scale and relationships between components, and any other preliminary concern specific to the Project. Documentation for the Schematic Design Phase shall be prepared in sufficient detail and technical calculation necessary to proceed to the Design Development Phase of the Project.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one week after the submission of the Schematic Design Documents, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. Approval of the Schematic Design Phase by the COUNTY is necessary before proceeding on to the Design Development Phase of the Project.

c. Design Development Phase:

The CONSULTANT shall proceed with the Design Development Documents, only on written approval by the COUNTY. This Phase consists of drawings and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one week of the submission of the Design Development Documents, the CONSULTANT shall submit an Estimate of Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT must receive from the COUNTY written approval of the Design Development documents before proceeding to the Construction Document phase.

g. Construction Documents Phases (50% and 90% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The COUNTY's Project Manager will supply these Instructions and Conditions to the CONSULTANT.

The CONSULTANT and/or sub-consultants shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, Arizona Office of State Fire Marshal, and other agencies and utility service providers as applicable. The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT's team.

The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one (1) week of each submission of the Construction Documents, the CONSULTANT shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction.

The CONSULTANT must receive from the COUNTY written approval of each Construction Documents Phase before proceeding to the next Construction Document Phase.

h. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

At the time of submission for building permit, the CONSULTANT shall coordinate with the COUNTY Project Manager what is required to be delivered to the permit authorities.

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary) and calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during the Bidding Phase by Addendum/Addenda.

i. Bidding Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from bidders pertaining to the Construction Document. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of bids to help determine the most advantageous bid to the COUNTY and for recommending that bid for award by the Pima County Board of Supervisors.

A Pre-Submittal Conference shall be part of the Bidding Documents Phase, and CONSULTANT shall attend this conference, to which all potential bidders shall be invited.

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT.

The term "Contractor" as used herein shall mean the party entering into a contract with COUNTY for the construction of the Project defined by the Construction Documents.

CONSULTANT's Construction Administration Phase shall commence with the notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. CONSULTANT's Construction Administration Services, beyond the completion time period specified above, unless due to the neglect of the CONSULTANT shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. All of the COUNTY instructions to the Contractor shall be issued through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

The CONSULTANT shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files.

The CONSULTANT shall chair a weekly construction meeting on site with Contractor and the COUNTY and provide written minutes of the meetings to all attendees.

The CONSULTANT shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the Contractor, or Subcontractors agents or employees.

However, the CONSULTANT shall immediately notify the COUNTY if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment (AIA Form G-702).

The Certification of the Application for Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the Contractor has made proper application therefore, the CONSULTANT shall forward the certified Application for Payment to the COUNTY.

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion he is unable to make representations to COUNTY as provided in the above paragraph. The CONSULTANT may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

Defective work not remedied, or;

Claims filed, or reasonable evidence indicating probable filing of claims, or;

Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or;

Unsatisfactory execution of the Work by the Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The CONSULTANT may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the Contractor on account of Work done by such sub-contractors.

The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the COUNTY and Contractor. The CONSULTANT shall recommend decisions on all claims from the COUNTY or Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

CONSULTANT shall provide, as part of his Construction Administration services, Special Inspections if the Construction Documents, laws, ordinances, etc., of any public authority require any work to be specifically tested or approved, or if the CONSULTANT deems such testing or approval necessary, he shall make inspections of the Work and materials after notice from the Contractor of its readiness for inspection. Inspection by the CONSULTANT shall be promptly made and where practicable at the source of supply.

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion necessary, special inspection or testing of any Work at any stage of progress. The CONSULTANT shall also notify the COUNTY of the necessity to require the Contractor to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The COUNTY, when necessary, shall issue the order to stop the Work.

The CONSULTANT shall review and approve shop drawings, samples, and other submissions of the Contractor with reasonable promptness. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The CONSULTANT shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the COUNTY and/or Contractor, and not inconsistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the CONSULTANT shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the COUNTY. The CONSULTANT shall review and respond to said Change Orders as well as any Request for Proposals to the Contractor.

The CONSULTANT shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion shall receive written guarantees, waiver of liens, and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

At the conclusion of the Project, the CONSULTANT shall prepare a Record Drawing Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the owner as part of the closeout documents.

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs which are used for coordination purposes between the CONSULTANT's team members will not be paid for by the COUNTY.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.
3. Cost of materials testing (as needed) based on Project requirements defined by CONSULTANT;
4. A Project Manager from Facilities Management assigned to work with the CONSULTANT.
5. Any information available regarding utilities and services, or any other project specific information as

required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;

6. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
7. Assistance with establishment of CAD files and formats as defined in the attached Facilities Management Department CAD Standards;
8. Any building Materials and Finishes Standards desired by the COUNTY;
9. Apply for and pay building permit fees to include Pima County Wastewater fees.
10. Interior design and furniture and equipment design services will be supplied by Pima County Facilities Management.
11. Consultation with Pima County officials as required.

C. SERVICE CRITERIA

1. The CONSULTANT shall be required, during the course of this Contract, to follow the normal work procedures and criteria listed below:
 - a. Meet with the COUNTY's Project Manager and others concerned with the project to refine the Scope of Work.
 - b. The CONSULTANT shall be responsible for the completeness and accuracy of all services rendered under this Contract.

End of Exhibit "A" Scope of Services

EXHIBIT "A-1" CONCEPT PLAN (1 Page)



End of Exhibit "A-1" Concept Plan

EXHIBIT "B" COMPENSATION SCHEDULE (5 Pages)

1. ***COST PLUS FIXED FEE SCHEDULE OF PAYMENTS***

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

(DO NOT SUBMIT THIS SCHEDULE WITH THE SOQ)

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2. **COMPENSATION DETAILS**

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), CONSULTANT notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, COUNTY will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to CONSULTANT prior to their full completion and acceptance by COUNTY. In such cases, at the sole discretion of COUNTY, COUNTY may authorize interim progress payments to CONSULTANT. The invoice from CONSULTANT will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the consultant or co-consultants level of effort cost estimate agreed to by the County excluding sub-consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering sub-consultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract
- Hourly fee schedules for various position titles are not allowed

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

c. Allowable Annual Increases

- Reasonable annual salary increases within published industry standards will be allowed and approved in advance
- Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.

- d. Sub consultants
Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:
 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
- e. Vacation/Holidays
 - Included in firm's audited multiplier
- f. Sick Time
 - Included in firm's audited multiplier
- g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable

2. Multipliers

- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
- b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
- c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
- d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time

- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
- b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
- c. Local Travel between meetings and job sites
 - Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local

- Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
- Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
- Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/ Phone/Internal Delivery Charges/Normal Postage/ Miscellaneous/Other Administrative Charges
- Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
- Negotiable on a case by case basis
- g. Reproduction Costs
- Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
- a. Bonus
- Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
- Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
- Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

F. INVOICING

CONSULTANT will submit invoices monthly, at the Monthly Progress Meeting, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. (Acceptance of the invoice at this meeting is not mandatory. The Project Manager may delay approval for up to five (5) work days to review the Progress Report and invoice.). The invoice will

tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

End of Exhibit "B" Compensation Schedule