



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

**GEOTECHNICAL ENGINEERING AND MATERIALS TESTING
QUALIFIED CONSULTANTS LIST**

TUCSON, ARIZONA

September 2015

**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. 192461

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PIMA COUNTY
PROCUREMENT

NOTICE OF SOLICITATION FOR QUALIFICATIONS

**SOLICITATION FOR QUALIFICATIONS NO. 192461
GEOTECHNICAL ENGINEERING AND MATERIALS TESTING
QUALIFIED CONSULTANTS LIST
TUCSON, ARIZONA**

Pima County is seeking Statements of Qualifications (SOQs) to develop a Qualified Consultants List (QCL) to perform as-needed Geotechnical Engineering and Materials Testing Services. The complete scope of services is located in the solicitation documents. The County intends to recommend up to six of the highest ranked qualified firms for placement on the list. The list may remain in place for a period of up to five years, pursuant to County Board of Supervisors Policy D29.1 B. I. C.

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

The estimated annual County expenditure for as-needed Geotechnical Engineering and Materials Testing Services is approximately \$750,000.00. There is no guarantee that any work will be awarded.

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

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 Ms. Christy Bustillos regarding documents at (520) 724-3727, FAX: (520) 724-4434; Email: christy.bustillos@pima.gov. The entire information package can be downloaded from the Pima County website: <http://www.pima.gov>.

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

SOQ DUE DATE/TIME: **October 20, 2015, at or before 4:00 PM Local Tucson Time**
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: **October 6, 2015, 11:00 AM Local Tucson Time**
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

DIRECT QUESTIONS IN WRITING TO: Matt Sage, Commodity / Contracts Officer
Fax: 520-724-4434 / E-mail: Matthew.Sage@pima.gov

PUBLISH: **The Daily Territorial: September 24, 25, 28, and 29, 2015**

INSTRUCTIONS TO OFFERORS

1. **GENERAL INFORMATION:** Pima County is soliciting statements of qualifications (“SOQ”) for selection of a qualified firms to perform as-need Geotechnical Engineering and Materials Testing Services, (the “Project”) located in Tucson, Arizona for Pima County (“County”) in accordance with the terms, conditions, and requirements set forth in this SFQ. The County intends to recommend up to six of the highest ranked qualified firms for placement on the list.
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 Matthew.Sage@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:**

Matt Sage – Commodities/Contracts Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, AZ 85743
Matthew.Sage@pima.gov, or Fax (520) 724-4434

5. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this 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 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 to any respondent as to the meaning of any of the Solicitation documents, or be effective to modify any of the provisions of the Solicitation documents. Oral interpretations of the Solicitation are not binding on the County.**
6. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting an 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(s) will require subjective judgments by the County.
7. **MASTER AGREEMENT:** These SFQ documents contain a sample copy of the Master Agreement that the selected firms will enter into with the County. The Master Agreement constitutes the terms and conditions of a contractual agreement for a particular project for Geotechnical Engineering and Materials Testing Services issued under the QCL. When the need for Geotechnical Engineering and Materials Testing Services is identified, authorized County representatives may negotiate with a

Consultant on the QCL for the necessary scope and total fee utilizing the Consultant's agreed-upon maximum hourly rates established in the Master Agreement. Upon successful negotiation of scope and fee, Consultant will receive a County issued Delivery Order, which shall constitute County's acceptance of Consultant's offer. The issuance of the Delivery Order shall constitute the Agreement between the parties for the required work.

By submission of an SOQ, each Firm will be certifying to the County that the Master Agreement is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, the County reserves the right to reject any submission that takes exceptions or proposes alternate language unacceptable to the County.

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 SOQs at the date, time and location described as follows:

TUESDAY, OCTOBER 20, 2015
4:00 PM Tucson Local Time
Pima County Procurement Department, Design & Construction Division
130 W. Congress Street, 3rd Floor
Tucson, Arizona 85701

10. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, five (5) hardcopies, and one electronic copy of their *Statement of Qualifications*, as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The hardcopies shall be delivered clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Matt Sage, 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. The selection committee will be comprised of Representatives from Facilities Management, Project Management Office (PMO), Flood Control, and Transportation. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee.
 - C. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County.
 - D. A recommendation for award based on the final ranking will then be forwarded to the Pima County Board of Supervisors for approval. The recommendation will be emailed to each participating firm. Selection of Consultants shall be at the discretion of the County.

12. **COUNTY'S RESERVATION OF RIGHTS:** 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.
13. **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.
14. **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 proposal and/or the rejection of said respondent's proposal.
15. **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.
16. **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 Venture with a letter of authorization from the other Joint Venture Partners. This Agreement is NOT included in the eighteen (18) page-count limitation.
17. **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.
18. **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.
19. **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>
20. **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 Instructions to Bidders

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING/MATERIALS TESTING SERVICES include, but are not limited to:

Consultants selected for the Geotechnical Engineering and Materials Testing Services QCL and subsequently awarded a Master Agreement may be requested to provide a variety of Geotechnical Engineering and Materials Testing Services for various County projects, including but not limited to, vertical construction, horizontal construction including roadway and bridge construction, and utility construction. Selected Consultants must be able to provide a full range of services as outlined herein below.

Geotechnical Services, including but not limited to:

- Soil borings or pits for geotechnical, environmental, and solid waste evaluations with reports
- Soil borrow area investigations and reports for the procurement of daily, intermediate, and final landfill cover systems or backfill, including cost analyses for soil procurement, transportation, and placement activities
- Provide design and recommendations for excavation and fill slope stability and/or soil retention during construction as well as long term completion of the project.
- Perform subgrade investigations for roadway and provide designs for pavement structures
- Coring or Boring to determine soil properties and design parameters
- Provide foundation recommendations for structures
- Perform materials testing for soil cement
- Provide designs for slope or soil retention
- Review of Plans and Specifications
- Plasticity and remolded swell testing
- Provide earthwork factors for shrink and swell
- Evaluation of collapsible soils.
- Percolation and seepage testing and analysis for water harvesting, aquifer recharge and structures.
- Construction vibration and noise monitoring and analysis.

Materials Testing Services, including but not limited to:

- Field density testing and reports
- Proctor testing
- Concrete cylinder sampling, testing and reports
- Bituminous and Asphaltic Concrete sampling, testing and reports
- Concrete core sampling, testing and reports
- Soils and aggregate testing, including, but not limited to sieve analysis, Atterberg limits, chemistry testing and sand equivalent
- Continuous earthwork monitoring

Specialized Inspections, including, but not limited to:

- Holiday (voids) testing
- Welding, including visual ultrasonic and radiographic testing
- Pile and caisson installations
- Dry film thickness evaluation
- Bolt torque testing
- Masonry mortar or grout testing
- Installation and monitoring of soil vapor probes
- Reinforcing Steel
- Epoxy Anchors
- Pre-Cast Connections

Other geotechnical and materials testing or inspection services as required by the COUNTY.

End of Scope of Services

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

SOQs shall be bound on the left side. Proposals shall not exceed a total of eighteen (18) pages, not including requested Appendix materials. Front and back covers are optional and do not count in the page limits. If covers are utilized, please use recyclable materials. The SOQ pages shall not exceed 8 ½ x 11 inches in size. 11 x 17 inch sheets may be used as required to depict organizational charts, prior project experience tables, or project schedule diagrams only, and shall be folded to 8 ½ x 11-inches. The copy marked "Original" shall be printed single sided only. The additional copies may be duplexed at Respondents discretion. Additional attachments beyond those requested will count in the overall page count. Failure to follow the outline of required information, exceeding the total allotted page count, or submission of material other than that requested may result in rejection of the proposal.

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

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

SOQs shall be submitted in a sealed envelope or box marked "RESPONSE TO SFQ NO. 192461, GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES QUALIFIED CONSULANTS LIST and delivered to:

Pima County Procurement Department, Design & Construction Division
Attn: Matt Sage - Commodity/Contracts Officer
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701

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

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

- A statement of interest in being selected;
- City and State of the firm's corporate headquarters;
- A statement regarding acknowledgement of all issued addenda, if any;
- Statement regarding having read and agreed to the terms and conditions of the County's sample Master Agreement provided in the SFQ (exceptions may be noted in the Appendix if desired);
- Contact information regarding questions about the submission. Include name, phone, and email;
- Confirmation that the information in the submission is current and accurate to the best of the signer's knowledge.

2. PROJECT TEAM (suggested 5 pages, 30 points)

- a) Provide an Organization Chart depicting all proposed Team Members (including key, typically used subconsultants and/or laboratories) and reporting structure. Identify time commitment (in %) of key members on the chart.
- b) In narrative format:

- i. Name the primary contact/person of the firm in charge of project management.
 - ii. Name other primary key personnel from the firm that will be performing work
 - iii. Name other primary key personnel from any regularly used subconsultants and the roles they will perform. Please identify by name any firms/persons used for subconsulting any special inspections not performed in-house.
 - iv. For all proposed testing laboratories, include the address/location of the lab, all relevant accreditations (e.g. AMRL, CCRL, etc.) held by the lab and indicate the date first accredited.
- c) Discuss team members' prior work together on previous projects.
 - d) Describe the capacity of the company (personnel, facilities and equipment) to accept on-going projects, relevant to the requested services (e.g. as-needed/on-call projects less than \$250k).
 - e) Describe the company's action plan to replace key personnel if key personnel become unavailable.
 - f) In the Appendix (not included in the established page limits), include the resumes for each key personnel identified, not to exceed two pages per person. Please include in the resume any/all individual certifications (e.g. ACI, ATTI, AWS/CWI, ICC, NICET, etc.) held by the personnel relevant to the scope of work.

3. QUALIFICATIONS & EXPERIENCE

(suggested 4 pages, 30 points)

- a) Provide a table of previous projects completed in the last three years similar in magnitude (as-needed/on-call projects less than \$250k) that represent the Scope of Services required (above). State the project name, the client's name, type(s) of services provided, whether the firm was the prime or a subconsultant, the assigned Project Manager's name, and project dollar amount.
- b) Select up to five representative projects from those listed in the table provided for 3.a) and, in narrative form, provide the following information for each of these projects: project name/description, names of key personnel of the firm that participated, original amount of the contract, final amount of the contract, original completion date, actual completion date, any issues that arose during the project and solutions offered/utilized, and any value added services or differentiators your firm provided (what you brought to the project no other firm would have provided). Explain why each of these projects was selected as representative examples of the firm's best work.
- c) In the Appendix, provide an electronic copy of the final report for one of the selected projects in 3.b), and any other relevant final work products, including a PDF used at the end of a project with all of the testing organized for records purposes. An electronic copy should be included with the Original and each Solicitation Copy. See Item 8. b) below.

4. SCHEDULING, COST AND QUALITY CONTROL

(Maximum 4 pages, 25 points)

- a) Describe your firm's processes for investigating and identifying potential project risks to budget, scope, and/or schedule and identifying alternative solutions for consideration when preparing your initial scope of work and fee proposal. Cite one or two recent examples where an alternative you proposed prior to the start of work mitigated a risk to budget, scope or schedule.
- b) When performing inspections, and you discover a deficiency, how do you handle notification? How does the severity of the deficiency change your notification method? If a delay becomes unavoidable, how is this communicated to the County?
- c) Cost Control process – describe your process to ensure that project costs stay within budget and cite recent examples of this.

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

5. EQUAL OPPORTUNITY PLAN/STATEMENT AND SBE UTILIZATION (Maximum 2 pages, 10 points)

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

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

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

Preference shall be given to prime small, local firms - subconsultants are ineligible for the preference - pursuant to Pima County Ordinance Number 2012-10 as follows:

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

7. PROFESSIONALISM OF WRITTEN STATEMENT (a maximum of 10 points may be deducted)

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

8. APPENDIX:

- a) As requested in item 2. f), Resumes of key personnel, and any key subconsultants who will perform these services (no more than 2 pages each resume). The State of Arizona Professional Registration/License number shall be provided for architects, engineers and other professionals requiring such State accreditation. Please include in the resume any/all individual certifications (e.g. ACI, ATTI, AWS/CWI, ICC, NICET, etc.) held by the personnel relevant to the scope of work.

- b) As requested in item 3. c), include an electronic copy of the final report for one of the selected projects in 3. b) and any other relevant final work products, including a PDF used at the end of a project with all of the testing organized for records purposes. The electronic copy shall include an index of the submitted files and a brief narrative of the information the Respondent wishes the evaluators to take note of. A electronic file shall be included with the Original and each Solicitation Copy.

End of Submittal Information and Evaluation Criteria

ATTACHMENT 1
SMALL LOCAL PREFERENCE CERTIFICATION FORM

Project Name: Solicitation No. 192461 – Geotechnical Engineering and Materials Testing Services Qualified Consultants List

Prime Firm Name: _____

I certify that this firm:

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

–or–

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

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

Signature

Title

Firm Name

Street Address

City, State Zip

Phone

Date

ATTACHMENT 2
SAMPLE MASTER AGREEMENT

PIMA COUNTY PROCUREMENT	
PROJECT:	Geotechnical Engineering and Construction Materials Testing Services Qualified Consultant List
CONSULTANTS:	<Consultant Name> <Consultant Address> <City, State Zip>
FUNDING:	Various Funding Sources (stamp here)

**QUALIFIED CONSULTANTS LIST
 MASTER AGREEMENT**

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

WITNESSETH

WHEREAS, COUNTY conducted a competitive procurement under Solicitation No. 192461 to establish a list of qualified consultants for Geotechnical Engineering and Materials Testing Services pursuant to A.R.S. § 34-103 and COUNTY Board of Supervisors Policy D29.1 B.; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

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

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, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE 2 – INTENT

It is the intent of COUNTY and CONSULTANT that this Agreement establish procedures and processes by which COUNTY will contract for CONSULTANT's services under the QCL and that this Agreement constitute the terms and conditions of such contracts. The parties contemplate that a complete Contract for services under this Agreement will be comprised, without more, of a COUNTY issued Delivery Order, and to which incorporated by reference are the terms of this Agreement, the Scope of Work, and the parties' agreement on fees, and that by implementing the procedures, processes and contract structure, terms, and conditions herein, the parties will accelerate the process for contracting for QCL services. In the event of any conflict or ambiguity, the parties agree that this Agreement will be interpreted to give effect to this intent.

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

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

ARTICLE 3 – CONTRACTING FOR SERVICES

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

- (1) COUNTY will issue to CONSULTANT, by electronic mail or facsimile transmission, a request for a cost estimate accompanied by a copy of the scope of work or the agreed revision to the scope of work, as applicable.
- (2) CONSULTANT will provide a not-to-exceed cost estimate to COUNTY by email or fax within 48 hours of the request or such other time as may be agreed upon by the parties. Upon agreement on the estimate between CONSULTANT and COUNTY, CONSULTANT shall issue a final estimate to COUNTY by email or facsimile transmission which estimate shall be understood by the parties to be an firm offer to provide the services described in the scope of work that may be accepted by issuance of a Delivery Order for the task or tasks embodied in the scope of work.
- (3) COUNTY will issue a Delivery Order to CONSULTANT for the work that incorporates by reference this Agreement, the scope of work, and the agreement on fees, which shall constitute acceptance of the firm offer described in Paragraph (2) above, resulting in a Contract that shall be binding upon the parties.

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

ARTICLE 4 – SCOPE OF SERVICES

CONSULTANT will provide for the COUNTY all labor, materials and equipment necessary to provide consulting

services, as more fully described in the Scope of Work attached to the Delivery Order and in this Agreement as **Exhibit "A" – SCOPE OF SERVICES** (2 Pages) incorporated herein. CONSULTANT will perform the work in accordance with the terms of this Agreement and issued Delivery Order, and in compliance with applicable standards of professional care. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

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

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

ARTICLE 5 – COMPENSATION AND PAYMENT

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

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

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

All invoices 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 Work for which those costs were incurred. The time accounting information must be sufficient to show the worker 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.

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

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

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

For the period of record retention required under Article 24, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

CONSULTANT will not perform work in excess of the Amount stated in the Delivery Order without prior

authorization by an amendment executed by COUNTY. Work performed in excess of the Delivery Order Amount without prior authorization by amendment will be at CONSULTANT'S own risk.

ARTICLE 6 – 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.

6.1 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.

6.1.1 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, and products – completed operations.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.2 Additional Insurance Requirements:

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

6.2.1 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 insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.

6.2.2 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.
- 6.2.3 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).
- 6.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.
- 6.3 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 (Enter Contracting Agency Representative's Name, Address, and Fax Number here).
- 6.4 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.
- 6.4.1 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.
- 6.4.2 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.
- 6.5 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 7 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds 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 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 do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. 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.

ARTICLE 8 – 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 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 9 – STATUS OF CONSULTANT

The status of CONSULTANT is that of an independent contractor and CONSULTANT is not 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 will be 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 10 – 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, omissions, 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 or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 11 – 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 12 – SUBCONSULTANT

CONSULTANT is 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 13 – NON-ASSIGNMENT

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

ARTICLE 14 – NON-DISCRIMINATION

CONSULTANT will 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 15 – 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 COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 16 – 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 17 – 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. CONSULTANT and its sureties, if any, 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 constitutes an event of default:
1. Abandonment of or refusal or failure 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 enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 6. Loss of CONSULTANT'S 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;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the 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 as-builts, shop drawings, 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 reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) 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 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 onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 18 – 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 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, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 19 – 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 for services rendered prior to termination.

ARTICLE 20 – NOTICES

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

COUNTY:

Pima County Procurement Department
Design and Construction Division
130 West Congress Street, 3rd Floor
Tucson, Arizona 85701
Tel: (520) 724-8586
Fax: (520) 724-4434

ARTICLE 21 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. 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 22 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 25 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 23 – 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 24 – 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 25 – DELAYS

Neither party hereto will be 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 26 – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Contract or the

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

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

ARTICLE 27 – 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 will 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 express permission of CONSULTANT.

ARTICLE 28 – 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 should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to 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. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY 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 29 – 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 will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONSULTANT (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

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

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT 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 is 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 will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 30 – ENTIRE AGREEMENT

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

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

APPROVED:

Procurement Director

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONSULTANT:

Signature

Name and Title (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES QUALIFIED CONSULTANTS LIST

GEOTECHNICAL ENGINEERING/MATERIALS TESTING SERVICES include, but are not limited to:

Consultants selected for the Geotechnical Engineering and Materials Testing Services QCL and subsequently awarded a Master Agreement may be requested to provide a variety of Geotechnical Engineering and Materials Testing Services for various County projects, including but not limited to, vertical construction, horizontal construction including roadway and bridge construction, and utility construction. Selected Consultants must be able to provide a full range of services as outlined herein below.

Geotechnical Services, including but not limited to:

- Soil borings or pits for geotechnical, environmental, and solid waste evaluations with reports
- Soil borrow area investigations and reports for the procurement of daily, intermediate, and final landfill cover systems or backfill, including cost analyses for soil procurement, transportation, and placement activities
- Provide design and recommendations for excavation and fill slope stability and/or soil retention during construction as well as long term completion of the project.
- Perform subgrade investigations for roadway and provide designs for pavement structures
- Coring or Boring to determine soil properties and design parameters
- Provide foundation recommendations for structures
- Perform materials testing for soil cement
- Provide designs for slope or soil retention
- Review of Plans and Specifications
- Plasticity and remolded swell testing
- Provide earthwork factors for shrink and swell
- Evaluation of collapsible soils.
- Percolation and seepage testing and analysis for water harvesting, aquifer recharge and structures.
- Construction vibration and noise monitoring and analysis.

Materials Testing Services, including but not limited to:

- Field density testing and reports
- Proctor testing
- Concrete cylinder sampling, testing and reports
- Bituminous and Asphaltic Concrete sampling, testing and reports
- Concrete core sampling, testing and reports
- Soils and aggregate testing, including, but not limited to sieve analysis, Atterberg limits, chemistry testing and sand equivalent
- Continuous earthwork monitoring

Specialized Inspections, including, but not limited to:

- Holiday (voids) testing
- Welding, including visual ultrasonic and radiographic testing
- Pile and caisson installations
- Dry film thickness evaluation
- Bolt torque testing
- Masonry mortar or grout testing
- Installation and monitoring of soil vapor probes
- Reinforcing Steel
- Epoxy Anchors
- Pre-Cast Connections

Other geotechnical and materials testing or inspection services as required by the COUNTY.

End of Scope of Services

**EXHIBIT “B”
LETTER OF COMMITMENT
GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES
QUALIFIED CONSULTANTS LIST**

TO PIMA COUNTY:

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

Signed

Printed Name and Title

Name of Firm

Date

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

**EXHIBIT “C”
CONSULTANT RATE SCHEDULE
GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES
QUALIFIED CONSULTANTS LIST**