



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

**PIMA ANIMAL CARE CENTER
REHABILITATION AND NEW CONSTRUCTION
ARCHAEOLOGICAL DATA RECOVERY AND MONITORING**

TUCSON, ARIZONA

October 28, 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. 197060

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PIMA COUNTY
PROCUREMENT

NOTICE OF SOLICITATION FOR QUALIFICATIONS

SOLICITATION FOR QUALIFICATIONS NO. 197060

**PIMA ANIMAL CARE CENTER
REHABILITATION AND NEW CONSTRUCTION
ARCHAEOLOGICAL DATA RECOVERY AND MONITORING**

Pima County is seeking Statements of Qualifications ("SOQ") from qualified firms to provide archaeological data recovery and monitoring services for proposed rehabilitation and new construction efforts associated with the 2014 General Obligation Bond-funded Pima Animal Care Center project, located on the northeast corner of Silverbell Road and Sweetwater Drive in Tucson, Arizona. The County intends to award one (1) contract to the highest ranked firm.

Scope of Services: The comprehensive program of archaeological data recovery and monitoring for the Pima Animal Care Center: Rehabilitation and New Construction Project (PACC) will be undertaken in two primary phases: Phase I data testing and Phase II data recovery and monitoring. The phased data recovery and monitoring program will include the preparation of a Data Recovery and Monitoring Plan/Treatment Plan, archaeological excavations, analyses, reporting, curation, and monitoring. The Plan will provide the basic framework for all aspects of the archaeological project. Phase I data testing will be conducted systematically within the project area, and will include surface documentation and systematic subsurface testing to identify and assess the nature and extent of buried cultural resources. Phase II data recovery will include intensive subsurface excavations and investigations targeted at site components in which the Phase I testing has identified significant buried cultural deposits. Phase II will also include archaeological monitoring of the demolition of existing facilities, and will be followed by archaeological monitoring of the ground-disturbing construction of PACC. See detailed Scope of Professional Services contained in the Solicitation for Qualifications (SFQ), Exhibit A, for further project information and schedule and commitment of resources.

Principal(s) of interested firms must be able to secure a project-specific permit from the Arizona State Museum for this data recovery project.

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) 724-8414, 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 qualification statements or withhold the award for any reason.

SOQ DUE DATE/TIME: **November 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: **November 4, 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: 520-770-4013 / E-mail: Matthew.Sage@pima.gov

PUBLISH: **The Daily Territorial: October 28, 29, 30, and November 2, 2015**

Pima County One Stop often has design 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=28947>

SECTION 1 – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** Pima County is soliciting statements of qualifications (“SOQ”) for selection of a qualified firm to provide archaeological data recovery and monitoring services for proposed rehabilitation and new construction efforts associated with the 2014 GO Bond-funded Pima Animal Care Center project (“Project”), located on the northeast corner of Silverbell Road and Sweetwater Drive in Tucson, Arizona. The Project is for the Pima County Office of Sustainability and Conservation (“County”) in accordance with the terms, conditions, and requirements set forth in this Solicitation for Qualifications. 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 contract to the top ranked firm competing. In the event of a tie or ties, committee consensus may be used to determine final award.

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) 770-4013

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 as follows, late submittals will NOT be accepted:

**Friday, November 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 (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: 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. A “Consultant Selection Committee” will be comprised of Representatives from the Office of Sustainability and Conservation, the City of Tucson, and/or the University of Arizona. 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: | November 4, 2015 at 11:00 a.m. |
| Statements of Qualifications (SOQ) due: | November 20, 2015 at 4:00 p.m. |
| Interviews: | December 2015 |
| Fee Negotiations: | December 2015 |
| Final Contract and NTP: | January 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.

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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

1. **PROJECT STRUCTURE:** A detailed final project scope of services will be presented to the selected consultant during contract negotiation; however, the scope document provided in **Exhibit “A”** provides sufficient information for consultants to prepare appropriate submittals.
2. **PROJECT SCHEDULE:** As currently scheduled by Pima County, construction will begin in December 2016. All preconstruction archaeological data recovery fieldwork (see below) shall be completed by November 1, 2016. Following the conclusion of data recovery fieldwork (excepting monitoring) the schedule will incorporate an additional 18 months for the completion of all analyses, preparation of the perfect bound Project Final Report, and curation. Monitoring will occur during construction, which is slated to begin in December 2016.

The comprehensive program of archaeological data recovery fieldwork for PACC will be undertaken in two primary phases: Phase I data testing and Phase II data recovery. Both phases will be undertaken throughout the PACC project area.

The phased data recovery program will include the preparation of a Data Recovery and Monitoring Plan (“Plan”), archaeological excavations, analyses, reporting, and curation. The Plan will provide the basic framework for all aspects of the archaeological project. Phase I data testing will be conducted systematically throughout the PACC project area, and will include surface documentation and systematic subsurface testing to identify and assess the nature and extent of buried cultural resources. Phase II data recovery will include intensive subsurface excavations and investigations targeted at site components in which the Phase I testing has identified significant buried cultural deposits. Phase II will also include archaeological monitoring of the demolition of existing facilities, and will be followed by archaeological monitoring of the ground-disturbing construction of PACC.

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 formatted as directed in Section 4. The following evaluation criteria will be used in the evaluation of 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 Introductory Letter: Respondent’s Statement of Interest and Availability to Undertake The Project (1-2 pages)

- 3.1.1 The introductory letter should not exceed two (2) pages, 8½” X 11”. The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to the Point-of-Contact referencing the title and number of the SFQ. The letter shall be bound into the Respondent’s SOQ, signed in original ink by an authorized officer of the firm, and should contain the following:
 - 3.1.1.1 A statement of interest for the Project including a summary of key points describing the respondent’s unique qualifications as they pertain to this particular Project;
 - 3.1.1.2 Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project;
 - 3.1.1.3 Respondent’s city and state of its corporate headquarters; and
 - 3.1.1.4 A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract. (See Attachment ‘3’, “Sample Contract”).

3.2 Respondent’s Qualifications and Project Team (25 points)

- 3.2.1 Unique qualifications and relevant technical expertise of the Firm, Project Manager, and all staff members with key roles in the Project Team. The unique qualifications of the subconsultants required to complete all phases of the data recovery project and proposed to be part of the Project Team should be included. The Project Team must have a demonstrated knowledge of the archaeology, history, natural environment, and cultural heritage of the Tucson Basin.
- 3.2.2 Provide an Organizational Chart showing the organizational structure of the Firm’s principal(s), all key staff members, and subconsultants. Describe the extent of Principal involvement. Include time commitments to the Project of each staff member and subconsultant.
- 3.2.3 Submit resumes of key personnel of the Firm 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.
- 3.2.4 Describe the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for each discipline.
- 3.2.5 Provide a statement as to the capacity to accept this Project. Compare anticipated workload to staffing requirements for this Project. Demonstrate that the proposed team members are able to make the time commitments required.
- 3.2.6 Demonstrate that the firm holds current and valid permits to conduct archaeological field research from the Arizona State Museum. Demonstrate a commitment to obtain the necessary project-

specific permits that may be necessary from the Arizona State Museum. Demonstrate, where appropriate, that the firm's Principal(s) hold valid Professional Registration in the State of Arizona, in the discipline being proposed.

- 3.2.7 Identify all firms that are team members on the Project Team Member Utilization Form, Attachment '1', and include it as the last page of the SOQ.
- 3.2.8 Identify the key contact person who will manage the County contract. Provide a personalized and signed statement of commitment to this project from each individual named.

3.3 Respondent's Ability and Capacity to Provide Services (10 points)

- 3.3.1 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organizational and directional terms.
- 3.3.2 Describe your Firm's capacity to provide professional archaeological services and to accept this project:
 - 3.3.2.1 Describe your Firm's physical assets, facilities, equipment, and specialized capabilities necessary to complete a large-scale data recovery project.
 - 3.3.2.2 Describe your Firm's capacity to accept this project.
 - 3.3.2.3 Describe your Firm's management and organizational capabilities.
 - 3.3.2.4 Describe your Firm's quality control procedures/policies.
 - 3.3.2.5 Describe your Firm's action plan to replace key personnel if they become unavailable.

3.4 Technical Performance and Past Representative Projects (20 points)

- 3.4.1 Describe your Firm's record of technical performance (quality of product/service).
- 3.4.2 Describe your Firm's cost control procedures and explain how they will ensure the best results of the data recovery within the limits of the stated Project budget.
- 3.4.3 Describe your Firm's record of project completion. Provide at least three (3) examples of successfully completed projects of similar scope and scale. **NOTE:** Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed with other firms. Provide the following information about each project:
 - 3.4.3.1. Project name, location and description. Project final report title and date of publication.
 - 3.4.3.2. Type of archaeological project (testing, data recovery).
 - 3.4.3.3. Scope and scale of project (project budget, type of site(s) investigated, scale of excavations, length of time to complete).
 - 3.4.3.4. Original start and completion dates and actual start and completion dates.
 - 3.4.3.5. Name of Project Manager (individual responsible for the overall success of the Project)
 - 3.4.3.6. Project approach (research issues/proposal, fieldwork methods, laboratory approaches and analytic methods, reports)

- 3.4.4 Describe your Firm's business relations policies and procedures (professionalism, focus on customer satisfaction).

3.5 Project Scope of Work and Project Schedule (30 points)

- 3.5.1 Demonstrate your understanding of the Project Scope of Work.
 - 3.5.1.1 Identify, list, and briefly discuss the pertinent research issues concerning archaeological data recovery at AZ AA:12:46(ASM) that can be addressed by the Project.
 - 3.5.1.2 Describe your overall approach to data recovery at the site to maximize the information potential, and recover the important archaeological data.
 - 3.5.1.3 Describe the most effective methods to recover important information about archaeological site from excavations within the project area.
- 3.5.2 Demonstrate your acceptance and understanding of the Project Schedule.
 - 3.5.2.1 Identify the responsible person in charge of project management and primary contact.
 - 3.5.2.2 Describe your firm's internal measures proposed for the timely completion of the project.
 - 3.5.2.3 Demonstrate your firm's acceptance of the necessary time frame for the Project schedule, as outlined in the Project Scope of Work.
 - 3.5.2.4 Provide a proposed schedule for the completion of this project within the identified time frame in the Project Scope of Work and include all phases, tasks, and other actions necessary for the timely completion of the Project.

3.6 Small Business Enterprise (SBE) Utilization & Equal Opportunity Compliance (submitted in Appendix '2') (10 points)

- 3.6.1 Provide a statement asserting the firm's Affirmative Action Policy, or present a copy of current Affirmative Action Plan.
- 3.6.2 Percentage of SBE utilization – **Complete Project Team Member Utilization Form (Attachment 1)**

Evaluation criteria points for certified Small Business Enterprises (SBE) shall be as set forth by County policy. The County utilizes the City of Tucson's SBE Certified Business Directory as a listing certified SBE Enterprises. The City of Tucson's SBE Certified Business Directory is available at <http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=90819> and contains the current listing of certified SBE firms that may potentially be used on this project. How the prime Firm utilizes SBE firms from these lists and in what areas is completely at the prime Firm's discretion. Any questions regarding the SBE Program or the Project Team Member Utilization form may be directed to the Pima County SBE Program Coordinator at (520) 724-8260.

3.7 Small Local Preference (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 Ordinance Number 2012-10 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’).

3.8 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, adhering to suggested page count, readability, and accuracy of spelling and grammar. Evaluation points may be deducted for less than professional work.

3.9 Presentations / Interviews *(100 points)*

- 3.9.1 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.
- 3.9.2 Firm’s selected for personal interviews should be prepared to present to the Selection Committee on the date stated in Section 1.12 of this Solicitation. The Procurement Department will advise the invited firms of the definitive date, time and place on or about 10 calendar days prior to interviews.
- 3.9.3 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 Statements of Qualifications shall be **THIRTY (30) PRINTED PAGES**.
- 4.1.2.1 The following do not count toward the suggested 30 page count limitation: cover, introductory letter, table of contents, divider sheets, and Joint Venture Agreement (if any) and any information requested in the Appendices listed below.
- 4.1.2.2 **Appendix '1'** may contain Resumes (preferably not more than two (2) page plus copies of Professional Registration(s) of key personnel, and any subconsultants who will perform these services.
- 4.1.2.3 **Appendix '2'** may contain the Equal Employment Opportunity Policy Statement or Plan and the Project Team Member Utilization Form (contained herein as Attachment '1').
- 4.1.2.4 **Appendix '3'** may include the Small Local Firm Preference Certification Form (contained herein as 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 10 point. 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 Qualifications 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 answers to questions identified in Section 3 of the SFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

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.

- 4.2.2 Additional attachments (**except for those placed in Appendix '1', '2', and '3' as requested by this solicitation**) 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.**
- 4.2.3 Separate and identify each criteria response to Section 3 of this SFQ by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

- 4.3.1 Submittals should include a "Table of Contents" and give page numbers for each part the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc).

End of Section 4 – Format for Statement of Qualifications

ATTACHMENT '2' (1 Page)
SMALL LOCAL FIRM PREFERENCE CERTIFICATION FORM

(Complete and Return with Your Qualifications Statement)

Project Name: Pima Animal Care Center: Rehabilitation and New Construction, Archaeological Data Recovery and Monitoring

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'

ATTACHMENT '3' (10 Pages)
SAMPLE CONTRACT

<p>PIMA COUNTY OFFICE OF SUSTAINABILITY AND CONSERVATION</p> <p>PROJECT: Pima Animal Care Center Rehabilitation and New Construction Archaeological Data Recovery & Monitoring</p> <p>CONSULTANT:</p> <p>AMOUNT:</p> <p>FUNDING:</p>	<p align="center">(stamp here)</p>
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CONSULTANT SERVICES CONTRACT

THIS Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <Consultant>, hereinafter called CONSULTANT, 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 archaeological data recovery and monitoring for the Pima Animal Care Center; and,

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

WHEREAS, based on CONSULTANT'S representations in response to Pima County Solicitation No. 197060, 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 agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Supervisors commences on <BOS Approval date>, and terminates on <Termination Date>, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONSULTANT performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide archaeological data recovery and monitoring for the Project for the COUNTY as described in **EXHIBIT A: SCOPE OF SERVICES** (5 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed <Estimate from Consultant (\$XX,XXX.00)>. CONSULTANT’S fees are as stated in **EXHIBIT B: CONSULTANT FEE SCHEDULE** <(# of Pages)>, attached to this Contract. 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.

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 Work 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 will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, 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.

ARTICLE 4 – 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.

4.1 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.

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

Examples of Professional Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

4.2 Additional Insurance Requirements:

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

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 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).

4.4 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.

- 4.4.1 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.
- 4.4.2 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.

4.5 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 5 – 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 6 – 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 will 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 7 – STATUS OF CONSULTANT

The status of 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 will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 12 – 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 13 – 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 14 – 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 15 – 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 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, the time for completing the work may be extended.
- 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 16 – 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 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract 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 has no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 18 – 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:

<Project Manager>
<Requesting Department>
<Building Location>
<Address>
<City, State Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

CONSULTANT:

<Consultant Contact, Position>
<Consultant Name>
<Consultant Address>
<City, State Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

ARTICLE 19 – 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 20 – 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 21 – 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 22 – 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 23 – DELAYS

Neither party hereto is 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 24 – 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 25 – 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 26 – 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 will 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 will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 27 – 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 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 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 will be excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

ARTICLE 28 – ENTIRE AGREEMENT

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

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

APPROVED:

CONSULTANT:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES

A. Project Scope:

Pima County Facilities Management Department (FMD) proposes construction to expand and improve the Pima Animal Care Center (PACC) northeast of the intersection of Silverbell Road and Sweetwater Road, in Tucson, Pima County, Arizona, in T13S, R13E, Sections 20 and 29 (Figure 1). Almost all project activities will occur on Pima County owned land (Parcel #s 103-04-001Q, 103-10-002A), as well as a portion of City of Tucson (COT) owned parcel (103-04-001N) that Pima County is in the process of purchasing. Parcel 103-04-001P is currently owned by COT, which requires coordination with COT departments. This locally funded 2014 County Bond project is intended to significantly expand and make improvements to the PACC, including adding new kennel space and expanding the facility to improve support functions and provide staff office space. The final concept plan calls for the rehabilitation of sections of the existing facility and includes large-scale new construction outside the current footprint of the PACC facility (Attachment 1). The proposed expansion has the potential to negatively impact portions of an underlying archaeological site, AZ AA:12:46(ASM), which is eligible for listing on the Arizona and National Registers of Historic Places.

The complexity of the PACC construction project creates several constraints and opportunities for the cultural resources compliance tasks that should be noted and incorporated into mitigation planning. Pima County requires cultural resources compliance to be coordinated with the FMD project, with an overarching constraint imposed by the need for the PACC facility to remain in operation and fully functional throughout the mitigation and construction. The cultural resources compliance work must coordinate with construction phasing, requiring phased data recovery in advance of ground-breaking construction, followed by monitoring of demolition activities and construction phases in others.

Previous archaeological research at AZ AA:12:46(ASM) has identified extensive archaeological deposits below the current ground surface representing prehistoric occupation during the Hohokam cultural sequence, ranging from the Pioneer period and possibly earlier, to the Classic period, with the most intense occupation and use of the site in the Classic period. Recent archaeological work to the north in Columbus Park has identified the buried cultural remains of several Late Archaic–Early Agricultural period villages. The proximity of these important archaeological remains suggest the possibility that similar remains could be present below the Hohokam period occupation of AZ AA:12:46(ASM).

A detailed final project scope of services will be presented to the selected consultant during contract negotiation; however, the following summary scope document provides sufficient information for consultants to prepare appropriate submittals. The comprehensive program of archaeological data recovery for the PACC project will be undertaken in two primary phases: Phase I data testing and Phase II data recovery and monitoring.

The phased data recovery program will include the preparation of a Data Recovery and Monitoring Plan. The Data Recovery and Monitoring Plan will provide the basic framework for all aspects of the archaeological project, including archaeological excavations, analyses, reporting, and curation. Phase I data testing will be conducted systematically within the PACC project area. Testing will include surface documentation and systematic subsurface testing to identify and assess the nature and extent of buried cultural resources within the project area. Phase II data recovery will include intensive subsurface excavations and investigations targeted at site components in which the Phase I testing has identified significant buried cultural deposits. Phase II will also include archaeological monitoring of the demolition of existing facilities, and will be followed by archaeological monitoring of the initial ground-disturbing construction activities associated with the PACC project.

It is expected that the archaeological consulting firm will secure all needed agreements, permits, and permissions, and follow additional conditions prior to commencing and during fieldwork, some of which are listed below.

Human Burial Agreement

Before any archaeological field work begins, the archaeological consulting firm will consult with the Arizona State Museum (ASM), and a Burial Agreement will be executed with affiliated and/or concerned Tribe(s). This Agreement is required to be in place before and Phase I fieldwork can proceed.

Repository Agreement

The archaeological consulting firm will enter into a Repository Agreement with the ASM to ensure that all required project materials, records, and documentation are turned over to ASM for curation.

Arizona Antiquities Act Permit and Other Permits

The archaeological consulting firm is responsible for ensuring that all required permits are obtained prior to commencing fieldwork. These include, but are not limited to, a project specific Arizona Antiquities Act (AAA) Permit, a Clean Water Act 402 Stormwater Pollution Prevention Permit (SWPPP), and a dust abatement permit. The SWPPP will have to be maintained until construction actions begin, which are anticipated to occur in December of 2016.

Other Conditions

The archaeological consulting firm shall ensure that all equipment and personnel do not enter or traverse the Army Corps of Engineers 404 Permit Preliminary Jurisdictional Delineation of the Trail's End Wash.

All phased data recovery and monitoring activities must be kept within the PACC project area.

The PACC facilities will be open to the public during all phases of archaeological mitigation. Safety with regards to open excavations is important. Measures must be taken to reasonably preclude entry into the archaeological project area during phased data recovery while there are open excavation areas.

At the conclusion of each phase of fieldwork, all excavation units and trenches must be backfilled. No compaction will be required.

Phase I Data Testing

Data Recovery and Monitoring Plan. The archaeological consulting firm will prepare and submit a Data Recovery and Monitoring Plan that will include thorough background of previous archaeological research within the project area, and its setting and the development of an appropriate archaeological context. An archaeological context for the PACC project area will be developed by identifying patterns or trends in the region's prehistory to establish the role of the cultural resources within the regional prehistory and history. The archaeological context will be used to develop pertinent research topics, or domains, and specific research questions within those domains, which can be addressed by recovered site data. The approved Data Recovery and Monitoring Plan will guide the data recovery and archaeological monitoring throughout the project.

The data recovery and monitoring plan will incorporate a work plan for Phase I data testing, Phase II data recovery, and archaeological monitoring of demolition and ground-disturbing construction. The work plan will establish the intended methods of Phase I data testing and the level of effort necessary to accomplish the data testing. The Phase II data recovery work plan will identify the expected results of Phase I testing, based on previous research in the area, and provide a work plan in which anticipated artifact and feature types are identified, an appropriate sampling fraction is recommended, Phase II excavation strategies are outlined, and all post-fieldwork analyses, repatriation, curation, and report preparation tasks are provided. A Monitoring Plan will be included in the Plan to address demolition monitoring, as well as post-fieldwork monitoring of ground-disturbing activities associated with construction. A tentative schedule for completing data recovery, artifact and sample analyses, as well as monitoring activities for the project will be included. The archaeological consulting firm will submit the Plan to OSC for review and comment before it is distributed for comment to appropriate agencies. The archaeological consulting firm will submit the Plan to ASM as part of its project specific Arizona Antiquities Act permit application.

Phase I Fieldwork: Surface and Sub-surface Work. Fieldwork will commence after the Burial Agreement is executed and the Data Recovery and Monitoring Plan has received OSC approval. The data testing, or Phase I of data recovery, will require surface documentation and collection, detailed site mapping, and systematic subsurface investigations to determine the nature and extent of buried features and other cultural deposits. The surface work will include full documentation of the current surface expression of site AZ AA:12:46(ASM) within the project area. The subsurface data testing will focus on mechanical excavation based on the known distribution of features and artifacts to expose and identify the nature, distribution, and extent of buried features and other cultural deposits within the project area.

It is anticipated that the shift from Phase I to Phase II data recovery can be made through field review with appropriate agencies, there will be no need for a Phase I preliminary report. If this is not the case however, then, after Phase I fieldwork is complete, a Phase I Preliminary Report will be prepared by the archaeological consulting firm summarizing the results of the site recording and data testing, and providing adjustments to the approved Phase II data recovery work plan, based on the Phase I results. The Phase I Preliminary Report will be submitted to the OSC for distribution and review by appropriate agencies.

Phase II Data Recovery and Monitoring

Phase II Fieldwork: Sampling and Excavation. The approved Plan will be implemented in the project area. Phase II will include systematic investigation through mechanical and intensive hand excavation. The sampling fraction will include site features and other cultural deposits identified during Phase I testing that have a good potential to address the research questions established in the Plan. Scientific samples for specialized analyses will be collected during Phase II data recovery. These samples will be selected to address the established research questions. All excavations will be fully documented and all recovered artifacts will be retained for analysis and, ultimately, curation at the ASM. Human remains and associated funerary objects will be systematically excavated and prepared for repatriation to the appropriate Native American Tribe(s) according to the executed Burial Agreement.

Phase II End of Data Recovery Fieldwork Report. After the completion of fieldwork, the Phase I and Phase II data recovery will be summarized in a preliminary report to ensure that cultural resources compliance requirements are met. This report will be submitted to the OSC for review, and once approved OSC will submit it to appropriate agencies for review to provide documentation that field work has been satisfactorily completed for compliance purposes.

Archaeological Monitoring. Phase II will include implementation of the approved Monitoring Plan section of the Plan, with archaeological monitoring of the demolition of select existing facilities, as well as the ground-disturbing construction of the PACC project to ensure compliance with County cultural resources requirements. Any previously unidentified exceptional and unique cultural resources that are discovered during either demolition or ground-disturbing construction will require the cessation of all activities in the vicinity of the discovery. In consultation with OSC, a qualified archaeologist from the consulting firm will determine if the newly discovered cultural materials are significant and, if so, they will be systematically removed, documented, and included for analysis and curation with the rest of the recovered project data.

The Burial Agreement will remain in effect during the construction of the PACC project, and any human remains or funerary objects uncovered by the construction will be treated under the terms of the Burial Agreement; all such remains will be removed from the site by a professional archaeologist according to the terms of the executed Burial Agreement.

Artifacts and Samples: Processing, Cataloging, and Analysis. The post-fieldwork phase of the project will include the documentation of the fieldwork, and the processing, cataloging, and scientific analysis of all recovered artifact assemblages, collected samples, and other site data. Specialists with the necessary scientific expertise will analyze the collected scientific samples. All scientific analyses will be documented, with the results presented in written technical documents to be incorporated in the Project Final Report.

Project Final Report. The results of Phase I and Phase II data recovery and monitoring will be integrated in a single Project Final Report. The report will document all aspects of the background research, provide a description of Phase I fieldwork, report on Phase II fieldwork and its relation to prior archaeological research within the project area, as well as on all monitoring activities and all analyses. Results of monitoring may be presented as an Appendix in the final report. The final report will be an illustrated report that includes, but is not limited to, sections about the background research concerning the project area, such as the geological and environmental background, the culture history and previous archaeological research, the prehistoric and historic context, a geoarchaeological assessment of the project area, the research domains and questions, the field methods, and comprehensive descriptions of all excavated features and cultural deposits. The final report will include full documentation of all post-fieldwork analyses, including the analyses of architectural and structural features, and typological, technological, and functional analyses of recovered artifact assemblages (e.g., ceramic, flaked stone, ground stone, and all faunal remains). All special recovered artifacts will be analyzed (e.g., diagnostic ceramic, flaked-stone, and ground-stone artifacts, faunal artifacts, stone or ceramic figurines, and whole or reconstructable ceramic vessels). Collected scientific samples will be analyzed by specialists (e.g., chronometric, special faunal, macrobotanical, palynological, and other samples). The Project Final Report will provide interpretations of the excavated cultural features and deposits, and present an interpretive synthesis of the analytic results. This report will include a comprehensive bibliography of references cited, and appendices presenting the site data and results of analyses.

After review and comments on a Draft Final Report, a revised perfect bound Final Report will be prepared and produced according to a schedule and in a quantity agreed upon by the archaeological consulting firm and the OSC.

Curation at ASM must be completed before copies of the final perfect bound report are delivered to OSC.

B. FINAL PRODUCTS AND DELIVERABLES

The final products and deliverables will be negotiated with the selected archaeological consulting firm, but will include the following:

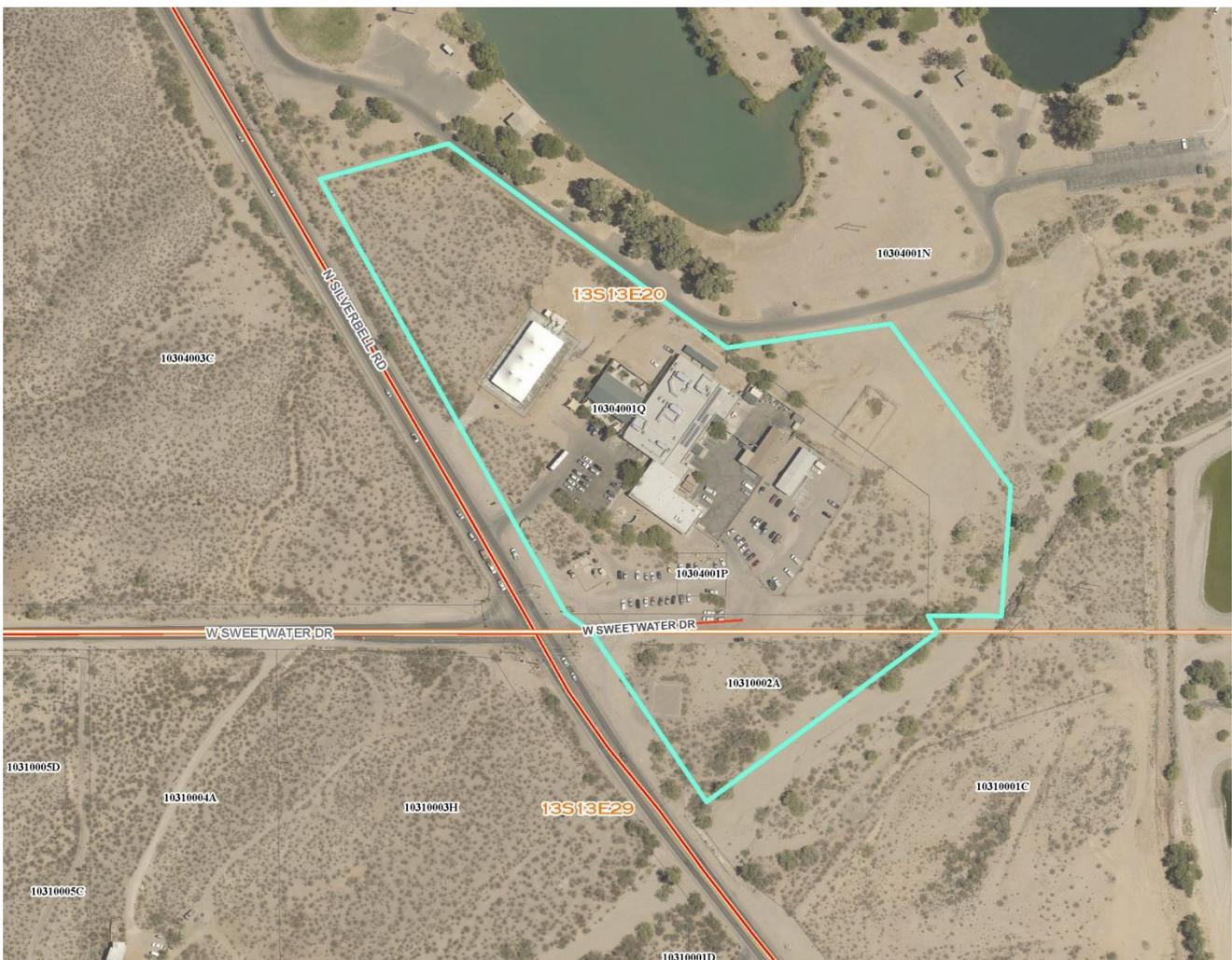
- **Data Recovery and Monitoring Plan.** Before fieldwork can commence, the archaeological consulting firm will prepare and submit a data recovery and monitoring plan, with an included research proposal, for review and approval by OSC for submittal to appropriate agencies.
- **Phase I Preliminary Report.** If needed, then after completion of Phase I fieldwork, a Phase I Preliminary Report will be prepared and submitted to OSC for review. This report will document the fieldwork and present the preliminary results of the site identification testing and recovered data, and adjustments to the approved Phase II data recovery plan based on Phase I results. The Phase I Preliminary Report will undergo review and approval OSC and appropriate agencies.
- **Phase II End of Data Recovery Fieldwork Report.** After the completion of Phase I and Phase II fieldwork, both phases of data recovery will be briefly summarized in an End of Data Recovery Fieldwork Report to ensure that cultural resources compliance requirements are met. This report will summarize the preliminary results and status of data recovery. It will provide a schedule for the completion of laboratory analyses and the production of the Project Final Report. The End of Data Recovery Fieldwork Report will undergo review and approval by OSC for submittal to appropriate agencies.
- **Project Final Report.** A Project Final Report (in draft form for review, and final form that addresses comments on the draft) will be prepared that systematically presents the results of all phases of the fieldwork, including all recovered and analyzed site data and interpretations of the excavated features and other excavated cultural deposits, as well as the results of archaeological monitoring. The final report, which will be perfect bound in its final form, will include full documentation of all post-fieldwork analyses and address the research domains and questions to develop interpretations of the cultural deposits and place them within the

established prehistoric and historic context of the site and the region. The data recovery results will be integrated with and other previous research at the site and in the region.

C. SCHEDULE AND COMMITMENT OF RESOURCES

The PACC Project is a priority for Pima County FMD. Cultural Resources compliance requirements are the critical path to beginning construction. As currently scheduled by Pima County, construction will begin in December 2016, at which point the End of Data Recovery Fieldwork Report will have been accepted by OSC and appropriate agencies. Following the conclusion of data recovery fieldwork (excepting monitoring) the schedule will incorporate an additional 18 months for the completion of all analyses, preparation of the perfect bound Project Final Report, and curation. Monitoring will occur in phases beginning in December of 2016. The archaeological consulting firm will prepare a schedule and make a commitment to provide the necessary human and equipment resources to successfully execute the cultural resources effort within the PACC project area to meet Pima County's needs.

FIGURE 1



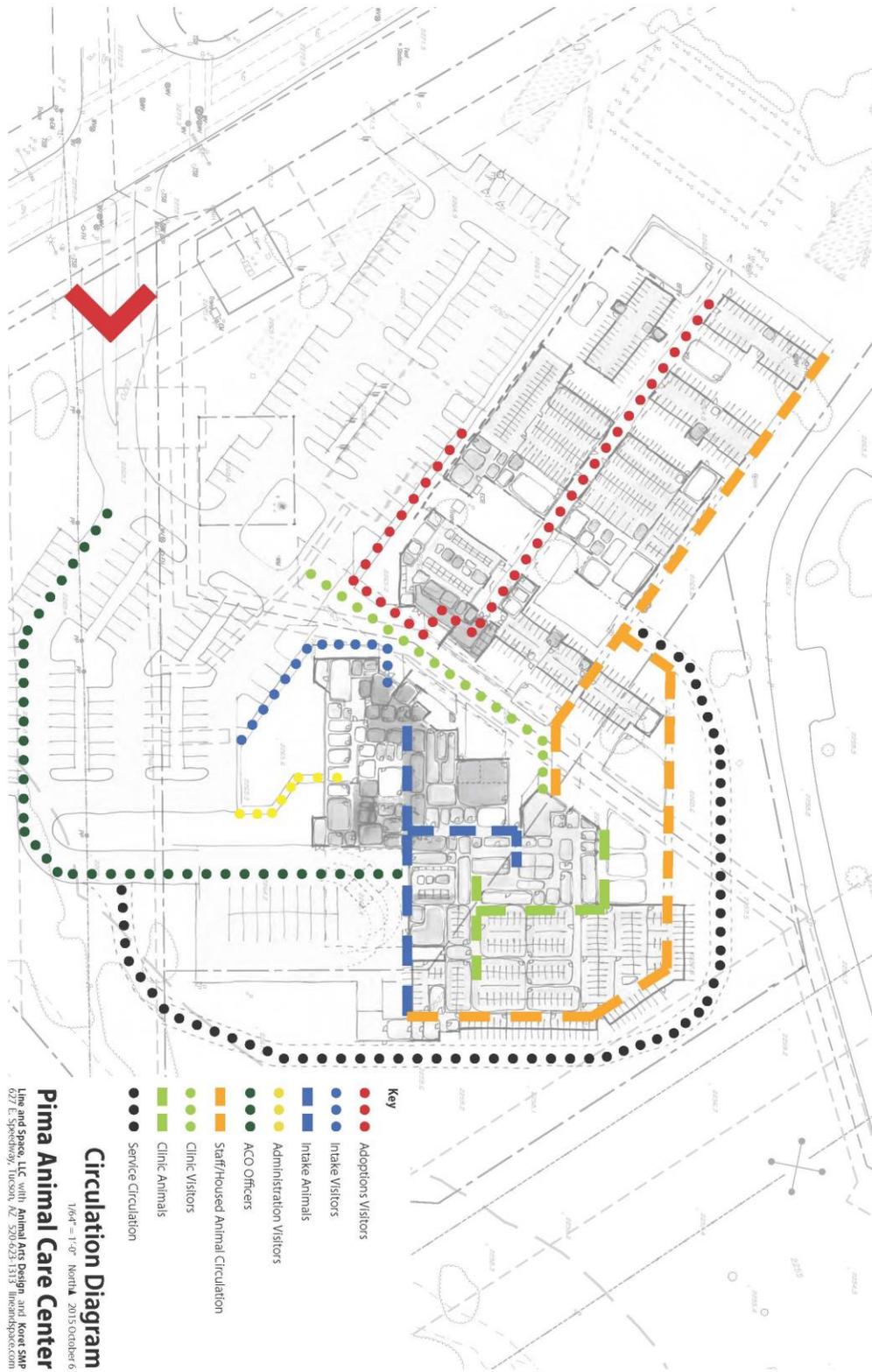
End of Exhibit "A" Scope of Services

EXHIBIT "A", Attachment 1 Final Concept Plan

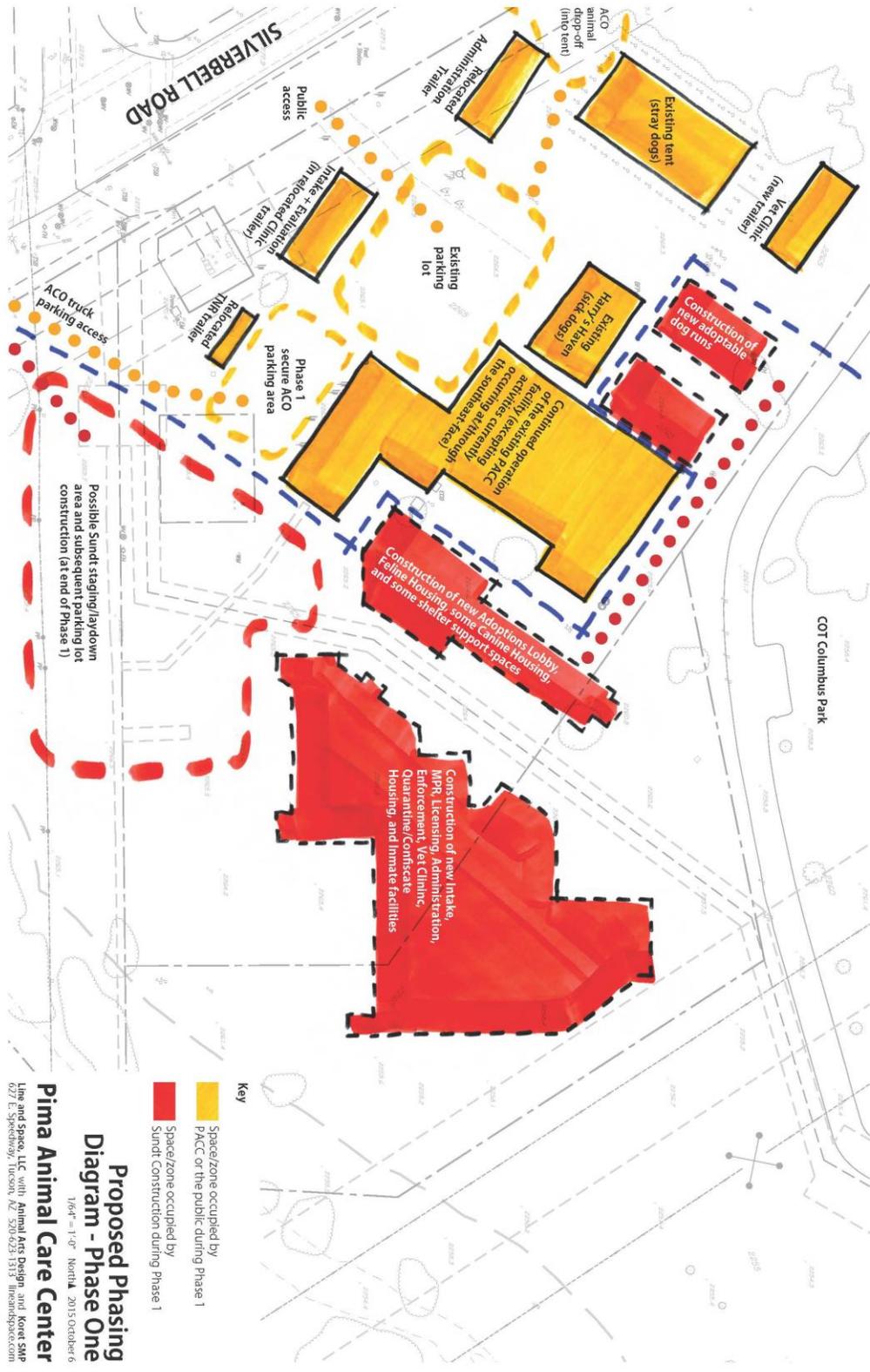


Room/Space	Room/Space	Room/Space	Room/Space
1. Dog Adoption/Stray/Puns	36. Volunteer + Outreach	71. Intensive Care Unit	106. Inmate Rest Room
2. Adoption Closures	37. Volunteer Check-in/Break	72. Intensive Care Unit	107. Inmate Rest Room
3. Fostering/Adoption	38. Counseling/Pre-Adopt	73. Intensive Care Unit	108. Shipping + Receiving
4. Fostering/Adoption	39. Counseling/Pre-Adopt	74. Dog Parvo Vestibule	109. Inmate Rest Room
5. Multi-Purpose Room	40. Manager/Dispatch	75. Dog Parvo Ward	110. Evidence Room
6. Multi-Purpose Room	41. CAT Flaps + Intake	76. Dog Parvo Ward	111. Evidence Room
7. Retail Space	42. Dog Intake Holding	77. Pharmacy/Laboratory	112. Evidence Room
8. Incoming/Donation Closet	43. Dog Intake Holding	78. Pharmacy/Laboratory	113. Mechanical
9. Public Restrooms	44. Dog Intake Holding	79. Pharmacy/Laboratory	114. ACO Truck Parking
10. Public Restrooms	45. Admittance/Reception	80. Pharmacy/Laboratory	
11. Dog Adoption/Stray/Puns	46. Chief of Operations	81. Pharmacy/Laboratory	
12. Dog Special Care Units	47. Development Director	82. Pharmacy/Laboratory	
13. Dog Quarantine/Quarantine	48. Development Director	83. Pharmacy/Laboratory	
14. Dog Quarantine/Quarantine	49. Development Director	84. Pharmacy/Laboratory	
15. Dog Play/Exercise Yard	50. Small Conference Room	85. Pharmacy/Laboratory	
16. Dog Play/Exercise Yard	51. Small Conference Room	86. Pharmacy/Laboratory	
17. Dog Play/Exercise Yard	52. Small Conference Room	87. Pharmacy/Laboratory	
18. Dog Play/Exercise Yard	53. Small Conference Room	88. Pharmacy/Laboratory	
19. Dog Play/Exercise Yard	54. Small Conference Room	89. Pharmacy/Laboratory	
20. Dog Play/Exercise Yard	55. General Storage (all dept)	90. Pharmacy/Laboratory	
21. Dog Intake/Meet + Greet		91. Pharmacy/Laboratory	
22. Dog Intake/Meet + Greet		92. Pharmacy/Laboratory	
23. Dog Behavioral Evaluation		93. Pharmacy/Laboratory	
24. Dog Behavioral Evaluation		94. Pharmacy/Laboratory	
25. Dog Behavioral Evaluation		95. Pharmacy/Laboratory	
26. Dog Behavioral Evaluation		96. Pharmacy/Laboratory	
27. Dog Behavioral Evaluation		97. Pharmacy/Laboratory	
28. Dog Behavioral Evaluation		98. Pharmacy/Laboratory	
29. Dog Behavioral Evaluation		99. Pharmacy/Laboratory	
30. Dog Behavioral Evaluation		100. Pharmacy/Laboratory	
31. Director of Shelter Ops		101. Pharmacy/Laboratory	
32. Shelter Supervisors		102. Pharmacy/Laboratory	
33. Shelter Supervisors		103. Pharmacy/Laboratory	
34. Staff Locker Room		104. Pharmacy/Laboratory	
35. Staff Locker Room		105. Pharmacy/Laboratory	
36. Volunteer + Outreach		106. Pharmacy/Laboratory	
37. Volunteer Check-in/Break		107. Pharmacy/Laboratory	
38. Counseling/Pre-Adopt		108. Pharmacy/Laboratory	
39. Counseling/Pre-Adopt		109. Pharmacy/Laboratory	
40. Manager/Dispatch		110. Pharmacy/Laboratory	
41. CAT Flaps + Intake		111. Pharmacy/Laboratory	
42. Dog Intake Holding		112. Pharmacy/Laboratory	
43. Dog Intake Holding		113. Pharmacy/Laboratory	
44. Dog Intake Holding		114. Pharmacy/Laboratory	
45. Admittance/Reception			
46. Chief of Operations			
47. Development Director			
48. Development Director			
49. Development Director			
50. Small Conference Room			
51. Small Conference Room			
52. Small Conference Room			
53. Small Conference Room			
54. Small Conference Room			
55. General Storage (all dept)			

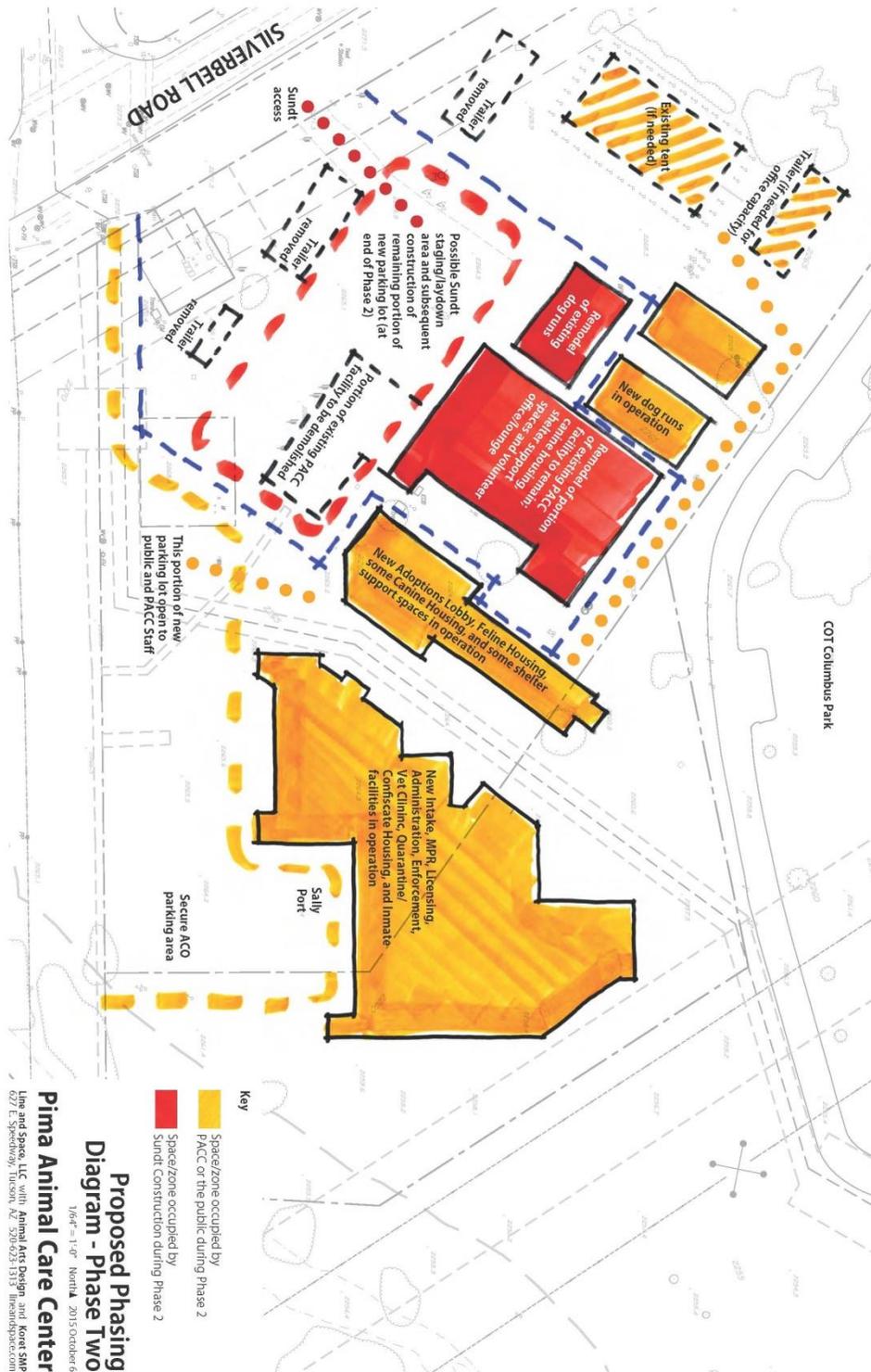
Conceptual Floor Plan
 1/6" = 1'-0" North, 2015 October 6
Pima Animal Care Center
 Line and Space, LLC with Animal Ass Design and Kent SMP
 627 E. Speedway, Tucson, AZ 520-623-1313 krentspace.com







Proposed Phasing Diagram - Phase One
 1/64" = 1'-0" North, 2015 October 6
Pima Animal Care Center
 Line and Space, LLC with Animal Care Design and Koret SHP
 607 E. Speedway, Tucson, AZ 520 525 1315 info@spaceandline.com



End of Exhibit "A", Attachment 1; Final Concept Plan

EXHIBIT “B” CONSULTANT FEE SCHEDULE

1. PAYMENT TO THE CONSULTANT - GENERAL

If the Project is abandoned or is suspended for a period of more than 180 consecutive calendar days through no fault of the CONSULTANT, he shall be compensated based on the percentage of work completed to the date of written notice of abandonment or suspension. COUNTY shall not pay CONSULTANT for anticipated profits should the project be abandoned.

If the Project is reinstated after a period of suspension greater than 180 consecutive calendar days, CONSULTANT's compensation may be adjusted by written addendum to the contract with mutual consent by both parties to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

No deductions shall be made in the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors.

Before payment by the COUNTY of the CONSULTANT's final invoice, the CONSULTANT shall provide a certificate stating that all amounts due engineers and other consultants have been paid or equitably discharged as follows,

“The CONSULTANT certifies that, to date, all disputed amounts due CONSULTANT'S sub consultants have been paid or equitably discharged, and that any amounts due CONSULTANT'S sub consultants under this final invoice shall be paid within fifteen (15) calendar days of CONSULTANT'S receipt of applicable payment from COUNTY.”

2. PAYMENT TO THE CONSULTANT FOR PROFESSIONAL SERVICES

CONSULTANT's compensation for professional services shall be in the not to exceed amounts described below for each phase of the work in proportion to amounts noted below. Progress payments to the CONSULTANT shall be made monthly proportionate to the percent of work completed pursuant to **Attachment 1 to Exhibit B-1 (Consultant Fee Proposal)**.

3. PAYMENTS TO THE CONSULTANT FOR ADDITIONAL SERVICES

Additional services may be authorized by the COUNTY from time to time, and shall require specific written approval by the COUNTY by written amendment to this agreement.

Compensation for Additional Services shall be based on one of the following methods: Lump Sum, Hourly Not to Exceed or other method mutually agreeable to both parties at the time additional services are requested.

If "Hourly Not to Exceed" is used as a billing method then the CONSULTANT's hourly billing rates specified in **Attachment 1 to Exhibit B-1 (Consultant Fee Proposal)** shall apply.

If services of a sub-consultant to the CONSULTANT are requested, CONSULTANT shall be compensated for the sub-consultant's direct billing rate times a multiplier of **1.10**.

4. PAYMENTS TO THE CONSULTANT FOR REIMBURSABLE EXPENSES

Payments for Reimbursable Expenses as listed herein shall be made on the same schedule as those made for professional services. CONSULTANT shall provide copies of invoices in support of

Reimbursable Expenses. Compensation for Reimbursable Expenses shall be the actual amount of the expenses incurred, with no multiplier applied.

Additional Reimbursable Expenses, beyond the total amount described, may be authorized by the COUNTY from time to time. Additional Reimbursable Expenses shall require specific written approval by the COUNTY in advance by written amendment to this contract.

COUNTY shall not pay for the cost of CONSULTANT's long distance telephone calls, postage, shipping, plotting and printing between the CONSULTANT and his sub consultants for the purposes of coordination of CONSULTANT's and sub-consultant's work.

COUNTY shall pay CONSULTANT's Reimbursable Expenses for automobile travel made during the course of providing service to the Project beyond a 50 mile radius from the Pima County Administrative West Building, 150 W. Congress Street, Tucson, Arizona at the current Pima County allowed rate per mile. Approved Reimbursable Expenses for travel costs are as limited by A.R.S § 38-623 and 624.

Approved Reimbursable Expenses are: long distance telephone, postage, shipping, public meetings, and plotting/printing.

Prior to issuance of Notice to Proceed, Pima County requests a list of personnel assigned to this project. The list shall include the title and/or position of each listing.

End of Exhibit "B" Consultant Fee Schedule