



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

COMMISSIONING SERVICES QUALIFIED CONSULTANTS LIST

TUCSON, ARIZONA

November 6, 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. 197940

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NOTICE OF SOLICITATION FOR QUALIFICATIONS

**SOLICITATION FOR QUALIFICATIONS No. 197940
COMMISSIONING SERVICES
QUALIFIED CONSULTANTS LIST
TUCSON, ARIZONA**

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

Work awarded through the Commissioning Services QCL shall not exceed \$250,000 per project. Each individual project generally should be completed within one year or less. The Procurement Director may extend the contract term for two additional one-year periods for the purpose of project completion. Under no circumstances shall any individual contract exceed \$250,000, and no firm shall be awarded more than \$300,000 per calendar year, per Qualified Consultant List.

The estimated annual County expenditure for as-needed Commissioning Services is approximately \$300,000.00. There is no guarantee that any work will be awarded.

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

The complete solicitation may be downloaded from the Pima County website: <http://www.pima.gov/procure/ifbrfp-dc.htm>. The information regarding the submittal requirements of this Solicitation for Qualifications (SFQ) may be obtained at the Design and Construction Division of the Procurement Department located at 130 W. Congress Street, 3rd Floor, Tucson, AZ, 85701. Contact Christy Bustillos regarding documents at (520) 724-3727, FAX: (520) 724-4434; Email: christy.bustillos@pima.gov.

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

SOQ DUE DATE/TIME: December 2, 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 18, 2015, 10:00 AM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

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

PUBLISH: The Daily Territorial: November 6, 9, 10, and 12 of 2015

INSTRUCTIONS TO OFFERORS

1. **GENERAL INFORMATION:** Pima County is soliciting statements of qualifications (“SOQ”) for selection of a qualified firms to perform as-needed Commissioning Services, (the “Project”) located in Tucson, Arizona for Pima County (“County”) in accordance with the terms, conditions, and requirements set forth in this SFQ. The County intends to recommend up to four of the highest ranked qualified firms for placement on the list.
2. **CONFIDENTIALITY AND DISCLOSURE:** Responses to this solicitation shall be considered privileged communications as to technical, financial, and institutional Content until award of the Contract. Until that time, pursuant to A.R.S. §34-604(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. §34-604(H), the County must agree with your claim of confidentiality before any material may be withheld from disclosure. The County has initiated a new policy on confidential information that is reflected in the Public Information article of the attached sample contract. Respondents should familiarize themselves with that provision.**
3. **INTENT TO RESPOND.** Firms that intend to submit SOQs should notify the COUNTY as soon as possible of their intent by email to ana.wilber@pima.gov.
4. **INQUIRIES / QUESTIONS.** Inquiries shall be written, preferably sent by email. All questions must be received no later than seven (7) calendar days in advance of the submittal due date. All questions regarding this SFQ shall be directed to the following **Point of Contact:**

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

5. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this SFQ that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County’s web site (<http://www.co.pima.az.us/procure/ifbrfp-dc.htm>). Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify respondents of the posting of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Failure to include acknowledgment of all addenda may be cause for rejection of the SOQ. **No oral interpretations shall be made to any respondent as to the meaning of any of the Solicitation documents, or be effective to modify any of the provisions of the Solicitation documents. Oral interpretations of the Solicitation are not binding on the County.**
6. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting an SOQ in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm(s) will require subjective judgments by the County.
7. **MASTER AGREEMENT:** These SFQ documents contain a sample copy of the Master Agreement that the selected firms will enter into with the County. The Master Agreement constitutes the terms and conditions of a contractual agreement for a particular project for Commissioning Services issued under the QCL. When the need for Commissioning Services is identified, authorized County representatives may negotiate with a Consultant on the QCL for the necessary scope and total fee utilizing the

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

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

8. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of County's position. Any questions regarding this solicitation should be presented to County at this conference.
9. **SUBMISSION OF QUALIFICATIONS:** The County will receive SOQs at the date, time and location described in the "NOTICE OF SOLICITATION FOR QUALIFICATIONS" page.
10. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, three (3) hardcopies, and one electronic copy of their *Statement of Qualifications*, as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The hardcopies shall be delivered clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Ana Wilber, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

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

11. **CONSULTANT SELECTION PROCESS:**
 - A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-604. All properly submitted responsive SOQs will be evaluated, and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee. SOQs shall not include any information regarding respondent's fees, pricing, person-hours or other cost information.
 - B. The selection committee will be comprised of representatives from Facilities Management. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee.
 - C. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County.
 - D. A recommendation for award based on the final ranking will then be forwarded to the Procurement Director for approval. The recommendation will be emailed to each participating firm. Selection of Consultants shall be at the discretion of the County.
12. **COUNTY'S RESERVATION OF RIGHTS:** The County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.
13. **COST OF SUBMITTAL PREPARATION:** This SFQ does not commit County to pay any costs incurred in the preparation, presentation or return of submittal including interview time.

14. **WAIVER OF CLAIMS:** Each respondent in submitting an SOQ is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of said respondent's proposal.
15. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply. (This does not preclude a respondent from using consultants.) The County will contract only with the individual firm or formal organization that submits an SOQ.
16. **JOINT VENTURES:** Respondents that submit an SOQ as a Joint Venture must include a copy of the Joint Venture Agreement at the time of submittal. The Introductory Letter must be executed by the Joint Venture Partners or by one Joint Venture with a letter of authorization from the other Joint Venture Partners. This Agreement is NOT included in the eighteen (18) page-count limitation.
17. **SUSPENSION / DEBARMENT:** By submitting its SOQ in response to this SFQ, respondent is certifying that neither it nor any of its principals are debarred or suspended or under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.
18. **PROTESTS:** The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of bidders and offerors to check the website.
19. **PIMA COUNTY ONESTOP SYSTEM:** Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>
20. **VENDOR REGISTRATION:** Pima County has implemented a new internet-based vendor registration system called VSS (Vendor Self Service Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is located on the Procurement Department website at www.pima.gov/procure. All Contractors must register in VSS.

End of Instructions to Offerors

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

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

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

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

SOQs shall be submitted in a sealed envelope or box marked "RESPONSE TO SFQ NO. 197940, COMMISSIONING SERVICES QUALIFIED CONSULANTS LIST and delivered to:

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

1. INTRODUCTORY LETTER

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

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

2. PROJECT TEAM

(30 points)

- a) Provide an Organization Chart depicting all proposed Team Members (including key, typically used subconsultants if applicable) and reporting structure. Describe the firm's current workload and ability to add projects in the future.
- b) In narrative format:

- i. Name the primary contact/person of the firm in charge of project management.
 - ii. Name other primary key personnel from the firm that will be performing work
 - iii. Name other primary key personnel from any regularly used subconsultants and the roles they will perform. Please identify by name any firms/persons used for subconsulting any commissioning services not performed in-house if applicable.
- c) Provide resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, etc.). Include proof of valid Arizona Professional Registrations of the principal(s) of the firm, in the discipline being proposed. You may submit the registration or certification number on the resume in lieu of submitting the actual license/registration. Resumes shall not exceed two pages in length each. **The number of pages for resumes will not count towards the total number of suggested pages.**
- d) Describe relevant experience (project phasing, life cycle costing, testing, adjusting and balancing, fume hoods, envelope, IAQ, solar, clean rooms, office, and campus projects, etc.) of the proposer's team in the following areas, and list involvement of key team members.
- i. Commissioning, re-commissioning and retro-commissioning projects;
 - ii. O&M experience;
 - iii. Energy-efficient equipment design and control strategy optimization;
 - iv. Project and construction management;
 - v. System design (specify);
 - vi. Testing and balancing;
 - vii. Troubleshooting.

3. QUALIFICATIONS & EXPERIENCE

(30 points)

- a) Fill out and submit with your statement the Commissioning Firm Experience form (Attachment '1').
- b) Develop a table of previous projects completed relevant to these services including:
 - Type of commissioning project (i.e. new building, re-model, re-commission, retro-commission, basic and enhanced commissioning);
 - Building type and function (i.e. government-office; public library; school-recreation facility);
 - Building location (city/state);
 - If LEED Certification was involved. If yes, what level;
 - Start and end date;
 - Square foot measurement;
 - Total approximate project construction cost (to indicate scale of project);
 - Identify whether Respondent's firm was prime or subconsultant in that project; and
 - Team members involved in the Commissioning Services and their employing firm at the time the services were rendered.
- c) From the table of projects, describe in more detail the commissioning services provided from three (3) recently completed relevant past projects; include a description of the project, the name of the owner, the name of the PM, name of the design professional, name of the general contractor, HVAC and controls subcontractors. Also provide reference contact information for each. Highlight any issues or challenges, which arose and the process for resolution of those issues. State why your firm was successful on these projects.
- d) Provide one (1) of the three highlighted projects from 3.c) above, Commissioning Report prepared by your firm. Clearly indicate which team member(s) were responsible for writing the Commissioning Report. **The Commissioning Report will not count towards the total number of suggested pages.**

4. METHOD OF APPROACH (25 points)

- a) Describe your proposed approach to managing these services overall as well as individual projects expertly and efficiently including the capacity to accept ongoing projects.
- b) Describe what approach you will take to integrate the commissioning into the normal design and construction process in order to minimize potential time delays.
- c) Describe what you will do to foster teamwork and cooperation between contractors and design team and how you will minimize adversarial relationships.
- d) Describe what makes your firm unique from others in the industry.
- e) Describe your strategy to determine the appropriate level of commissioning effort for the various systems and equipment.
- f) Describe what you can offer the COUNTY in terms of potential for finding energy saving opportunities.

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

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

6. SMALL LOCAL PREFERENCE (submit Attachment 2) (5 points)

Complete and submit Attachment 2. If no form is provided, County will assume no preference is to be allocated. **This Attachment will not count towards the total number of suggested pages.**

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

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

7. PROFESSIONALISM OF WRITTEN STATEMENT

(a maximum of 10 points may be deducted)

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

End of Submittal Information and Evaluation Criteria

ATTACHMENT "1" COMMISSIONING FIRM EXPERIENCE

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

City _____

State/Province: _____

Zip/Postal Code: _____

Telephone Fax E-Mail: _____

1. Nature of Business / Company Description:

2. Does the firm belong to the Building Commissioning Association (BCA) or the National Environmental Balancing Bureau (NEBB)? Yes ___ No ___ Which one? _____

3. What standards are used as a basis for developing and implementing a commissioning plan?

4. Commissioning Activities:

- Percentage of overall business devoted to commissioning services: _____%
- How long has the firm offered commissioning services: _____ Years
- Average number of commissioning projects performed each year: _____ Projects
- Experience with LEED commissioning requirements: _____ yes _____ no
- Number of completed LEED projects: _____
- Number of these completed LEED projects achieving level of LEED Certification:
Certified _____ Silver _____ Gold _____ Platinum _____

5. Systems (technologies) for which firm has provided commissioning services (check all that apply)?
- | | | |
|--|---|--|
| <input type="checkbox"/> Laboratory Buildings | <input type="checkbox"/> Chiller system | <input type="checkbox"/> Boiler system |
| <input type="checkbox"/> Energy Mgmt. System | <input type="checkbox"/> Variable Freq. Drives | <input type="checkbox"/> Lighting Controls |
| <input type="checkbox"/> Day lighting | <input type="checkbox"/> Electrical, general | <input type="checkbox"/> Electrical, emergency power |
| <input type="checkbox"/> Envelope | <input type="checkbox"/> Fire/Life Safety | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Toxic gas monitoring | <input type="checkbox"/> Process gas: HPM & specialty gases | |
| <input type="checkbox"/> Process cooling and DI water | <input type="checkbox"/> Solar Water Heating System | |
| <input type="checkbox"/> Solar Electric Generation Systems | | |
| <input type="checkbox"/> Other renewable energy systems describe _____ | | |
| <input type="checkbox"/> Other (list) _____ | | |

6. Number of professional staff who have directed commissioning projects: _____

7. Number of LEED Accredited Professionals on staff: _____

8. Are there Controls technicians on staff? Yes ____ No ____ If yes, then how many? ____

9. Are there TAB technicians on staff? Yes ____ No ____ If yes, then how many? ____

10. Are the TAB technicians TBE certified by the Associated Air Balance Council (AABC)? ____

11. Experience – especially with LEED commissioning (check all that apply):

a. Building Types for which the firm has provided commissioning services:

- Building Type New Construction or Major
- Renovation
- Existing Building
- Tune Up
- Equipment
- Replacement
- Office or Retail
- Lab
- School/University
- Special purpose
 - Jail
 - Court
 - Library
 - Secure communications facility
 - Medical facility
- Other: _____

End of Attachment "1"

ATTACHMENT "2" SMALL LOCAL PREFERENCE CERTIFICATION FORM

Project Name: Solicitation No. 197940 – Commissioning Services Qualified Consultants List

Prime Firm Name: _____

I certify that this firm:

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

–or–

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

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

Signature

Title

Firm Name

Street Address

City, State Zip

Phone

Date

ATTACHMENT “3” SAMPLE MASTER AGREEMENT

PIMA COUNTY PROCUREMENT DEPARTMENT	
PROJECT:	Commissioning Services Qualified Consultants List
CONSULTANTS:	<Consultant Name> <Consultant Address> <City, State Zip>
FUNDING:	Various Funding Sources (stamp here)

**QUALIFIED CONSULTANTS LIST
 MASTER AGREEMENT**

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

WITNESSETH

WHEREAS, COUNTY conducted a competitive procurement under Solicitation No. 197940 to establish a list of qualified consultants for Commissioning Services pursuant to A.R.S. § 34-103 and COUNTY Board of Supervisors Policy D29.1 B.; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

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

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE 2 – INTENT

It is the intent of COUNTY and CONSULTANT that this Agreement establish procedures and processes by which COUNTY will contract for CONSULTANT’s services under the QCL and that this Agreement constitute the terms and conditions of such contracts. The parties contemplate that a complete Contract for services

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

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

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

ARTICLE 3 – CONTRACTING FOR SERVICES

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

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

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

ARTICLE 4 – SCOPE OF SERVICES

CONSULTANT will provide for the COUNTY all labor, materials and equipment necessary to provide consulting services, as more fully described in the Scope of Work attached to the Delivery Order and in this Agreement as **Exhibit "A" – SCOPE OF SERVICES** (10 Pages) incorporated herein. CONSULTANT will perform the work in accordance with the terms of this Agreement and issued Delivery Order, and in compliance with applicable standards of professional care. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

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

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

ARTICLE 5 – COMPENSATION AND PAYMENT

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

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

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

All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information must be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

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

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

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

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

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

ARTICLE 6 – INSURANCE

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

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

6.1 Minimum Scope and Limits of Insurance:

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

6.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

6.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

6.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.

6.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

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

6.2 Additional Insurance Requirements:

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

6.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.

6.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.

6.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed

under the indemnification provisions of this Contract.

6.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number here).

6.4 Verification of Coverage:

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

6.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.5 Approval and Modifications:

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

ARTICLE 7 – INDEMNIFICATION

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

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

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

ARTICLE 8 – COMPLIANCE WITH LAWS

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

ARTICLE 9 – STATUS OF CONSULTANT

The status of CONSULTANT is that of an independent contractor and CONSULTANT is not an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 10 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 11 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 12 – SUBCONSULTANT

CONSULTANT is fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 13 – NON-ASSIGNMENT

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

ARTICLE 14 – NON-DISCRIMINATION

CONSULTANT will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 15 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 16 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;

2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 18 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 19 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 20 – NOTICES

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

COUNTY:

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

Any notice required or permitted to be given by COUNTY may be served by personal delivery or certified mail to the CONSULTANT'S contact name in CONSULTANT'S electronic vendor record.

ARTICLE 21 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 22 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – BOOKS AND RECORDS

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

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

ARTICLE 25 – DELAYS

Neither party hereto will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 26 – DISPUTES

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

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

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 28 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each SUBCONSULTANT who performs any work for CONSULTANT under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any SUBCONSULTANT in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any SUBCONSULTANT'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONSULTANT, and the subcontract is suspended or terminated as a result, CONSULTANT will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONSULTANT (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

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

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 30 – ENTIRE AGREEMENT

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

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

APPROVED:

CONSULTANT:

Procurement Director

Signature

Date

Name and Title (Please Print)

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES (10 Pages) COMMISSIONING SERVICES QUALIFIED CONSULTANTS LIST

1. GENERAL PROVISIONS:

The COUNTY lacks the available expertise, and therefore, would like to establish a Qualified Consultant's List (QCL) to obtain CONSULTANT Professional Engineering services also referred to as the Commissioning Authority on an as needed basis to conduct independent third party building systems commissioning services.

The main objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner, occupants, and operators. Of critical importance is to ensure efficient use of energy. For new construction, the CONSULTANT must be able to provide the services and deliverables required to meet all aspects of the commissioning requirements as specified in the U.S. Green Building Council's LEED standards. To reach this goal, it is necessary for the commissioning process to establish and document the owner's criteria for system function, performance, and maintainability (Design Intent), and to verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, the CONSULTANT may be asked review operation and maintenance (O&M) manuals and participate in training conducted by the design consultants on systems operation to ensure the building continues to operate as intended.

Benefits of commissioning include reduced energy use, lower operating costs, reduced contractor callbacks, better building documentation, improved occupant productivity, and verification that the systems perform in accordance with the COUNTY's project requirements. As part of this effort, the COUNTY would like to develop a list of qualified consultants for independent third party commissioning.

The Scope of the Commissioning Authority CONSULTANT shall include professional services to help support completing the project and achieving compliance with the LEED prerequisites and credits to obtain LEED certification and any other requirements requested by the COUNTY and/or its constituents. Unless directed otherwise by the COUNTY, the COUNTY would typically desire to achieve a LEED Silver certification. The following represents an outline of professional services for inclusion in this agreement as required to provide documented confirmation that the building systems function in compliance with criteria set forth in the project's Basis of Design (BOD) documents. The CONSULTANT shall verify that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent.

In addition to providing oversight during a project's development the CONSULTANT may be requested to provide re-commissioning and retro-commissioning services. Re-commissioning is the process of revisiting a facility that has been previously commissioned and performing commissioning services on the facility again. The commissioning process ensures that all systems are operating as intended in the original design intent documents. Many COUNTY buildings have not undergone any type of commissioning or quality assurance process. Retro-commissioning is applied to existing buildings that have not received any previous commissioning. It is a systematic method of identifying and correcting building system problems and optimizing system performance in existing buildings.

The goals of retro-commissioning typically include increased comfort for occupants and operators, as well as cost savings. The retro-commissioning process will focus on energy-using systems with the goal of reducing energy waste, obtaining energy cost savings for the owner, and identifying and fixing existing problems. For existing buildings, the CONSULTANT will be required to examine existing conditions and compare them to the original design documents. The CONSULTANT will report on existing conditions versus the original design intent if it exists and recommend improvements. The purpose of retro-commissioning is to save energy. The CONSULTANT will make changes if appropriate and, if not

appropriate, the report shall include details necessary for the COUNTY to have corrections made. The report will also include recommendations for improving facility operations and reducing energy consumption. The CONSULTANT may be asked to develop a re-commissioning plan for the facility and provide training for COUNTY staff as necessary to ensure continued proper building operation.

The COUNTY's Facilities Management Project Manager shall determine the LEED Green Building Rating System and certification level which shall be used for the specific project. (i.e. New Construction and Major Renovations, Commercial Interiors, Existing Buildings, Core & Shell etc.) The LEED Fundamental Building Systems Commissioning prerequisite credit and the Enhanced Commissioning credit could be pursued. The additional tasks required by the Commissioning Agent for the Enhanced Commissioning credit include:

- Conduct commissioning design reviews prior to mid-construction documents.
- Review General Contractor submittals applicable to systems being commissioned.
- Develop a Systems Manual for the commissioned systems.
- Verify that the requirements for training are completed.
- Review building operations at time of construction completion and within 10 months after substantial completion.

The CONSULTANT serving as the Commissioning Authority shall under this contract be independent of the Project's design, construction management and construction teams. The Commissioning Authority shall report results, findings and recommendations directly to the COUNTY's Project Manager or designated COUNTY project representative.

The Commissioning Authority shall review Basis of Design (BOD) documents from a commissioning, functional, and operations and maintenance perspective. In addition to energy systems typically commissioned for LEED, the Commissioning Authority shall also commission fire alarm and life safety systems, and security systems. The CONSULTANT shall verify the systems to be included with the COUNTY's Project Manager during the fee proposal stage. The list below typifies the scope of commissioning for the facility systems, but is not to be construed as a complete listing of systems subject to the commissioning process.

- Mechanical and Plumbing systems:
 - Plumbing fixtures
 - Central Plant chilled/hot water systems
 - Central air handling units
 - Cooling towers
 - Variable air volume boxes
 - Exhaust fans
 - Kitchen hoods
 - Computer room AC units
 - Heating, Ventilating, Air Conditioning and Refrigeration systems and associated controls (mechanical and passive systems)
- Building Energy Management Control System
- Sanitary sewer system
- Fire and Life Safety systems
 - Fire alarm system
 - Fire and smoke dampers
 - Initiation devices
 - Smoke exhaust/ Pressurization systems
- Emergency lighting systems
- Electrical Systems
 - Interior and exterior lighting controls including day lighting
 - Emergency power distribution systems
 - Emergency generators
 - Normal power distribution systems
 - Electrical as it applies to the mechanical equipment

- Renewable Energy systems
- Solar powered systems
- Active water harvesting system
- Wind powered systems
- Specialty and Other systems
- Security card access systems
- Security call system
- Security gate systems
- Audio visual systems
- Telecommunications systems
- Paging/Intercom systems
- Elevators

2. COMMISSIONING TEAM AND RESPONSIBILITIES:

The Commissioning Authority will lead the commissioning team. Positive results of the commissioning effort are accomplished by the work and cooperation of the commissioning team members. The commissioning team members will consist typically of the following:

- Owner's Representative - Pima County Facilities Management
- Commissioning Authority (Refer to Section 3 below)
- Design Professionals: Architect, Mechanical Engineer, Plumbing Engineer, Electrical Engineer
- Construction Manager (where applicable)
- General Contractor
- Mechanical Subcontractor
- Electrical Subcontractor
- Controls Contractor
- Testing, Adjusting and Balancing Contractor
- Fire Alarm Contractor

The Owner's Representative Responsibilities - Pima County Facilities Management:

- Has sole authority to negotiate contracts, order changes to the construction contract, and make final contract related decisions such as the acceptance of the equipment, systems, operational and functional test results.
- Determines the scope of commissioning for the Project - Owner's Project Requirements (OPR). The Owner's project requirements are an explanation of the ideas, concepts and criteria that are determined by the Owner to be important to the success of the project.
- Provides commissioning direction to all commissioning team members.
- Serves as the final authority for all commissioning related disputes, communications and resolutions.
- Is the Commissioning Team's authority on the facilities operation and maintenance needs.
- Provides communication and operational needs of the PCFM staff.
- Incorporates the commissioned facility into the facility's maintenance program.
- Determine operations and maintenance personnel to be assigned for training sessions as well as verification tests and function tests.

Construction Manager Responsibilities (where applicable):

- Ensure full cooperation of all parties required to participate in the commissioning process.
- Coordinate with the Commissioning Authority and attend commissioning team meetings as requested.
- Issue request for corrective action when appropriate.
- Ensure that all deficiencies requested for corrective action are corrected before verification and functional testing.
- Review final commissioning documentation.

Design Professionals Responsibilities:

- Creates the Basis of Design Documents (BOD). The BOD includes design information necessary to accomplish the Owner's project requirements, including system descriptions, indoor environmental quality criteria, other pertinent design assumptions (such as weather data), references to applicable codes, standards, regulations and guidelines.
- Attend coordination meetings scheduled by the Commissioning Authority.
- Submit all required documentation for review and approval by the US Green Building Council.
- Conduct periodic walk-throughs during construction projects to review conformance to design intent.
- Conduct work sessions when appropriate on overview of system design, the design goals, and the reasoning behind selection of the equipment.
- Review and accept the final Testing, Adjusting and Balance (TAB) report.
- Once satisfied with verification reports, and TAB report, issue notice of certification of readiness allowing functional performance testing to begin.
- Review and accept final as-built records and turn over to Commissioning Authority.
- Be responsible for system evaluation, adequacy of system meeting design intent, and recommend final acceptance of systems to the Owner.

General Contractor Responsibilities:

- The General Contractor shall forward copies of all plans, specifications and submittals for review by the Commissioning Authority for possible conflicts, deficiencies, ability to be tested and balanced, ability to be commissioned and coordination between the disciplines.
- The General Contractor shall develop the commissioning schedule with assistance from the Commissioning Authority and Commissioning Team.

Mechanical Contractor Responsibilities:

- Ensures cooperation of sub-contractors such as sheet metal, piping TAB.
- Ensures coordination, installation and operation of interfaces between life safety and building systems including the energy management control system.
- Ensures cooperation of major equipment vendor representatives in appropriate training and testing activities.
- Attends coordination meetings as scheduled by the Commissioning Authority.
- Collects O&M manuals from vendors for submittal to the Commissioning Authority.
- Provide written notification to Owner and Commissioning Authority that all equipment within mechanical systems has been installed in accordance with drawings and specifications.
- Demonstrate operation and functional testing of each piece of equipment to the Commissioning Team.
- Update Commissioning Team on any schedule changes which might affect the overall project.
- Update drawings to reflect actual installation; review with Commissioning Authority.
- Notify Commissioning Authority when equipment is ready for start-up and testing
- Coordinate with TAB contractor to begin the TAB work.
- Coordinate with other contractors and vendor representatives to set up training sessions with the Owner and Commissioning Authority.
- Turn over set of as-built records to Commissioning Authority.

Testing, Adjusting and Balancing Contractor Responsibilities:

- Attend commissioning coordination meeting as requested by the Commissioning Authority
- Perform TAB work upon notification by Commissioning Authority and mechanical contractor
- Upon completion of TAB, notify the Commissioning Authority and mechanical contractor, and prepare and demonstrate the performance of equipment for functional testing.
- Submit TAB report to Commissioning Authority and Design Professional, and prepare to repeat measurements, if necessary for verification.

Controls Contractor Responsibilities:

- Provide appropriate as-built documents and O&M manuals.

- Attend commissioning coordination meetings as requested.
- Coordinate with Commissioning Authority to verify sequence of operations for all equipment to be commissioned.
- Participate in training sessions as requested.
- At the completion of automatic controls and building automations system notify the mechanical contractor and demonstrate the performance of the systems to the Commissioning Authority.

Electrical Contractor Responsibilities:

- Attend commissioning coordination meetings as requested
- Participate in mechanical and electrical system start-up and functional testing.
- Participate in training systems as requested.
- Prepare as-builds records as required.
- Update Commissioning Team on any changes that may affect commissioning plans and schedule.

3. SPECIFIC REQUIREMENTS OF COMMISSIONING AUTHORITY SERVICES DURING PROJECT DESIGN THROUGH CONSTRUCTION PHASES:

A. GENERAL

- Organize and lead commissioning team.
- Reviews Owner's Project Requirements (OPR) and Basis of Design Documents (BOD).
- Develop Commissioning plan to reflect Owner's needs for the specific project assigned.
- Execute commissioning process through meetings, verification and performance tests, and training events.
- Provide documentation as necessary to the Design Professional which will be submitted for review and approval by the US Green Building Council.
- Organize commissioning schedule around a master schedule established by the Owner.
- Coordinate with Contractors to obtain copies of commissioning related O&M manuals needed for the facility.
- With each monthly invoice submit a narrative progress report for each LEED project that includes, at a minimum, total progress made to date, progress made during the last invoice period, and forecast of work to be completed in the next 30 days.
- The Commissioning Authority is authorized and obligated to advise the PCFM Owner's Representative of issues involving the design, construction materials, construction methods, systems start up, testing, adjusting and balancing, and other activities that are required to maximize system performance and maintainability.
- The Commissioning Authority is authorized and obligated to make recommendations to the PCFM Owner's Representative regarding the acceptance, modification, rejection of materials, construction procedures, tests, reports, or other items pertaining to the systems within the commissioning scope of work.
- The Commissioning Authority is not authorized to change existing contract documents, schedules, costs, or scope of work for any parties contracted on this project. The Commissioning Authority is not empowered to direct the contractor, subcontractors or person on the projects as to required changes in the work, materials used or construction methods utilized in completing their scope of work. All directives for corrective action will come through the contract chain of command as dictated by the contract documents.

B. SCHEMATIC DESIGN PHASE (where applicable)

- Attend Project Management Meetings as requested by PCFM
- Review current submission of Design Documents to gain familiarity with project details. Review questions and comments with Owner and Architect as requested.
- Review design documents from a commissioning perspective.

C. DESIGN DEVELOPMENT PHASE

- The Commissioning Authority shall report directly to the PCFM Owner's Representative for all pre-construction commissioning activities.
 - Attend Project Management Meetings as requested by Pima County Facilities Management (PCFM)
 - Draft and submit Commissioning Plan and Specifications to the PCFM Project Manager for inclusion with the Design Professional's project documentation. Prepare a design phase Commissioning Plan that describes in general, the extent of the commissioning process to accomplish USGBC requirements and is reflective of the initial design intent. The Commissioning Plan, which details the extent of the commissioning process including commissioning team organization, schedule, training, and documentation requirements and all related testing, verification, and quality control procedures. The Commissioning Plan will include HVAC Controls, Fire and Life Safety Systems, Electrical Systems, Renewable Energy Systems and Specialty Systems as determined with the COUNTY's PCFM Owner's Representative during the fee proposal stage.
 - Review Design Development submission to gain familiarity with project details and review design documents from a commissioning perspective. Review will cover the above systems, and will focus on function, operation, and maintenance. Review and comment on the commissioning process for the mechanical, electrical, structural, plumbing, interior design, and other design professionals responsibilities within the commissioning process, so that interfaces between systems are recognized and coordinated.
 - Provide review comments and recommendations to the PCFM Project Manager and Architect/Design Engineer. The Commissioning Authority shall back check his review comments on subsequent design submissions, and provide the review comments to the COUNTY's assigned Project Manager and Architectural and Engineering Consultant.
 - Review questions and comments with PCFM and the Architect/Design Engineer as requested.
 - Attend monthly meetings during design development phase.
- D. CONSTRUCTION DOCUMENT (CD) PHASE – PROJECT MANAGEMENT/MEETINGS, REVIEW, UPDATE COMMISSIONING SPECIFICATIONS & PLAN, COORDINATE COMMISSIONING SCHEDULE, CONTROL CLARIFICATION
- The Commissioning Authority shall report directly to the PCFM Owner Representative during all construction phase activities.
 - Review, comment and clarify current control sequences.
 - Update Draft Commissioning Plan and Specifications.
 - Assist with development of schedule relative to commissioning.
 - Review 50% and 90% CD and Bid Documents (Basis of Design) drawings and specifications. Review design documents from a commissioning perspective. Review will cover the above systems, and will focus on function, operation, and maintenance. Provide comments and recommendations to PCFM Project Manager and Design Engineer.
 - Review the final plans and specifications with respect to their completeness in all areas related to the commissioning process. This includes ensuring that the design phase Commissioning Plan has been followed and that there are adequate devices included in the design to ensure the ability to properly test, balance and adjust the systems and to document the performance of each piece of equipment and each system. Any items required but not shown shall be brought to the attention of the Design Consultant and PCFM Owner Representative prior to bidding.
 - Review contract specifications to ensure that the specifications include installing contractor requirements during the construction and testing phase of the project so the installing contractor is prepared to support the commissioning effort.
 - Review questions and comments with PCFM Owner's Representative and Architect/Design Engineer as requested.
 - Attend meetings as requested by PCFM during construction document phase.
 - Attend Pre-bid meeting to clarify commissioning scope and expectations.
- E. CONSTRUCTION PHASE
- The Commissioning Authority shall report directly to the PCFM Owner Representative during all construction phase activities.

- Execute the commissioning process through organization of all meetings, tests, demonstrations, training events, and performance verifications described in the contract documents and approved Commissioning Plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for meeting facilities, and timely notification to participants for each commissioning event. The Commissioning Authority shall act as chair at all commissioning events and ensure execution of agenda items. The Commissioning Authority shall prepare minutes of every commissioning event and send copies to all commissioning team members and attendees within five business days of the event.
- Schedule the construction phase coordination meeting within 14 calendar days of the initial pre-construction job conference at the field office at a time suitable to the prime HVAC and electrical contractors, the Design Consultant, and the PCFM Owner's Representative. The meeting will be for the purpose of reviewing the complete commissioning process and establishing tentative schedules for HVAC and electrical systems orientation and inspections; O&M Submittals, training sessions; system flushing and testing, job completion, Testing, Adjusting and Balancing work, and functional performance testing.
- Update Commissioning Plan and Schedule
- For the Commissioning meetings, assume a minimum of monthly meetings.
- Conduct periodic walk-throughs and check equipment installation for adequate access for maintenance and service.
- Witness equipment, subsystem, and system installation, start-up and testing. Ensure that results are documented, including a summary of deficiencies, and incorporated into the O&M manuals.

F. SUBMITTAL REVIEW DURING CONSTRUCTION

- The intent of this review is to become familiar with the proposed/installed equipment for the development of the Functional Performance Tests.
- Review Electrical, HVAC Equipment, HVAC Control Systems, Fire Alarm, and Specialty System submittals designated in the Commissioning Plan. Provide comments/recommendations to the Project's Architect/Engineer, and Pima County Facilities Management in a timely manner.
- Review, comment and clarify current control sequences.
- Provide any comments/recommendations in a timely manner.

G. Construction Inspections/Start-up reviews/Start-ups/Pre-functional test development

- Develop/distribute pre-functional tests and checklists. A Pre-functional checklist will be made for every piece of equipment which is to be commissioned. This list identifies what to look for in the way of installation and start-up of the equipment. It also identifies which party is responsible for each checklist item. When all items are checked off, the equipment is prepared for start-up. Coordinate with the Testing Adjusting and Balance Contractor to ensure he has all forms necessary for data collection.
- Check installation for adequate accessibility for maintenance and component replacement and repair.
- Prior to initiating the TAB work, meet with the PCFM Owner's Representative, HVAC Contractor, HVAC Design Consultant, and TAB contractor. The TAB subcontractor shall outline TAB procedures and get concurrence from the HVAC Design Consultant, the Architect and the PCFM Owner's Representative.
- Functional Performance Test- each FPT compares design performance to actual performance. Once it has been proved that the equipment has met design performance, the sequence of operations implemented by the design engineer is tested to find out if the equipment responds as expected to certain commands. This demonstration is to occur in front of the PCFM Owner's Representative.
- Repeat the functional performance tests to accommodate seasonal tests and/or correct any performance deficiencies.
- Test and Balance is NOT to commence until each pre-functional checklist for HVAC commissioning is complete.
- Visit the site to conduct HVAC and Electrical commissioning "readiness" assessments

- Provide constructive input for the resolution of system deficiencies
- H. OCCUPANCY/ACCEPTANCE PHASE
- Plan, conduct and document Function Performance Test (FTP) coordination meetings.
 - Receive and review the O&M manuals submitted by the Contractor. Ensure that they follow the specified outline and format. Insert systems descriptions as provided by the Design Consultant in the Systems Commissioning Manual.
 - Ensure that the results of the equipment, subsystem and system start-up testing are documented, including a summary of deficiencies, and verify that the summary is incorporated into the O&M manuals. Prepare a verification report, including all test data and identification of deficiencies, and submit it to HVAC design consultant, and PCFM Owner's Representative for review.
 - Provide to the PCFM Owner's Representative a Systems Commissioning Manual in addition to the Operations and Maintenance (O&M) manuals submitted by the General Contractor. The Systems Commissioning Manual provides future operating staff the information needed to understand and optimally operate the commissioned systems. The Systems Commissioning Manual generally focuses on operating, and maintaining the equipment, particularly the interactions between the equipment and systems. The Systems Commissioning Manual shall include the following for each commissioned system:
 - Final version of Architect's Basis of Design
 - Systems single line diagrams
 - As-built sequences of operations, control drawings and original set points
 - Operating instructions for integrated building systems
 - Recommended schedule of maintenance requirements and frequency
 - Recommended schedule for retesting of commissioned systems with blank test forms from the original commissioning plan
 - Recommend schedule for calibrating sensors and actuators
 - A list of off-season functional testing not performed and a schedule for their completion shall also be included.
 - Maintain Corrective Action Log.
 - Attend specified periodic project meetings
- I. TEST, ADJUSTING AND BALANCE (TAB) Coordination
- Schedule, Conduct and Document TAB Coordination meeting.
 - Upon receipt of notification from the contractor that the HVAC system has been completed and is operational and the TAB report has been accepted by the HVAC design professional, proceed to verify the TAB report and the function of the control systems in accordance with the commissioning specification.
- J. O&M Manual AND AS-BUILT Review
- Review As-built drawings and O&M manuals for accuracy.
 - Request revisions to as-built drawings and O&M manuals to achieve accuracy.
- K. Validate Functional Performance Tests – ELECTRICAL AND FIRE PROTECTION
- Develop detail tests and plans.
 - Spot check power system testing on cable work, switchgear, generators and power distribution system.
 - Coordinate/Witness the Functional Performance Tests (FPT) of the power system for switching, simulated power outages, grounding
 - Coordinate/Witness the FPT of the Emergency Power Supply Systems
 - Coordinate/Witness the FPT of the UPS System
 - Coordinate/Witness the FPT of the Power Monitoring System
 - Coordinate/Witness the FPT of the Emergency Generators
 - Coordinate/Witness the FPT of the Lighting Control System

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- Coordinate Fire Alarm Testing relative to HVAC integration and central system operation
 - Coordinate/Witness infrared testing for electrical service and panel boards
 - For the specific project involvement, provide an Allowance in for retesting
- L. Validate Functional Performance Tests (FPT) – HVAC/Controls
- Develop detail tests and plans
 - Review test and balance reports
 - FPT HVAC pumps
 - FPT VFD's
 - FPT exhaust fans
 - FPT of hydronic system (strainers)
 - Review TAB & pressure tests
 - FPT air handling units
 - FPT exhaust air systems
 - FPT chiller, distribution and cooling tower systems
 - FPT heat exchangers
 - FPT chilled water distribution systems
 - FPT boilers
 - Automatic Temperature Control System (ATC) - Analyze trends.
 - Verify EMCS interface, software, graphics, and functions are operational and meet specification requirements
 - Check communications capability between the systems
 - Check miscellaneous points
 - For the specific project involvement, provide an Allowance in for retesting
- M. Training Coordination
- Review and Comment on proposed training. Based on the particular project, establish and document training expectations and needs with the COUNTY. Coordinate with contractors to schedule training sessions to be attended by the Owner, User Group, design professionals, sub-contractors and vendors representatives.
 - Ensure that the operations staff and occupants receive this training and orientation. Pay particular attention to new or uncommon sustainable design features that may have a potential to be overridden or removed for a lack of understanding. Document that the training was completed according to the Contract Documents.
 - Provide qualified personnel during training sessions to videotape and edit the training session.
4. SPECIFIC REQUIREMENTS OF CONSULTANT SERVICES DURING POST-OCCUPANCY/WARRANTY PHASE:
- A. Off-Season Testing
- Conduct Off-Season testing.
- B. Project Management/Meetings
- Plan, conduct and document warranty phase meeting. The Commissioning Authority shall coordinate with the PCFM Owner's Representative to review the facility and its performance 8 to 10 months after Substantial Completion. Any outstanding construction deficiencies or deficiencies identified in the post-occupancy visits should be documented and corrected under manufacturer or contractor warranties.
- C. Pre-Warranty Expiration Site Visit
- Conduct "Pre-Warranty" Expiration Site Visit within 20 months after Substantial Completion.
5. SERVICES PROVIDED BY THE COUNTY:

The County will cooperate with the CONSULTANT in the performance of service under this Agreement and will be available for consultation with the CONSULTANT at such reasonable times with advance notice. Project Manager from Facilities Management will be assigned to work with the CONSULTANT. Pima COUNTY shall provide the following items and services in support of the CONSULTANT's work: Any information available regarding the PROJECT; building utilities and services, or any other Project Specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions.

The COUNTY will examine the documents submitted to the COUNTY by the CONSULTANT and will render decisions and advise the CONSULTANT in a timely manner to avoid unreasonable delay in the orderly sequential progress of the Commissioning services. COUNTY will provide temporary office space within the construction trailer during the Project's Construction contract until the Notice of Substantial Completion. COUNTY will provide phone, FAX and copier at this location for use by the Commissioning Agent. COUNTY will promptly review and comment on all documents submitted to COUNTY for review.

The services performed by CONSULTANT under this agreement shall be subject to review by the COUNTY for compliance with this agreement. The COUNTY's assigned Project Manager may delegate any or all of his/her responsibilities under this Agreement to appropriate COUNTY staff members, and shall so inform the CONSULTANT by written notice of such delegation.

Written approval of plans, specifications, and reports by the COUNTY is only to indicate acceptance of the Architect's design concept. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, nor compliance with applicable codes or ordinances and PCFM Design Standards.

End of Scope of Services

**EXHIBIT “B” LETTER OF COMMITMENT
COMMISSIONING SERVICES
QUALIFIED CONSULTANTS LIST**

TO PIMA COUNTY:

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

Signed

Printed Name and Title

Name of Firm

Date

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

**EXHIBIT "C" CONSULTANT RATE SCHEDULE
COMMISSIONING SERVICES
QUALIFIED CONSULTANTS LIST**

DO NOT SUBMIT COST INFORMATION WITH THE SOQ