



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

**CONSTRUCTION COST ESTIMATING SERVICES
QUALIFIED CONSULTANTS LIST**

TUCSON, ARIZONA

February 24, 2016

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

Solicitation No. 206492

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PIMA COUNTY
PROCUREMENT

NOTICE OF SOLICITATION FOR QUALIFICATIONS

**SOLICITATION FOR QUALIFICATIONS NO. 206492
CONSTRUCTION COST ESTIMATING 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 Construction Cost Estimating Services. The complete scope of services is located in the solicitation documents. The County intends to recommend up to four (4) 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 Construction Cost Estimating Services QCL shall not exceed \$250,000 per project. Each individual project generally should be completed within one year or less. The Procurement Director may extend the contact term for two additional one-year periods for the purpose of project completion. Under no circumstances shall any individual contract exceed \$250,000, and no firm shall be awarded more than \$500,000 per calendar year, per Qualified Consultant List.

The estimated annual County expenditure for as-needed Construction Cost Estimating Services is approximately \$150,000.00. 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 entire information package can be downloaded from the Pima County website: <http://www.pima.gov>. 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: March 18, 2016, at or before 4:00 PM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: March 4, 2016, 10:00 AM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

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

PUBLISH: The Daily Territorial: February 24, 25, 26, and 29, 2016
Arizona Daily Star: February 25 and March 10, 2016

INSTRUCTIONS TO OFFERORS

1. **GENERAL INFORMATION:** Pima County is soliciting statements of qualifications (“SOQ”) for selection of a qualified firms to perform as-needed Construction Cost Estimating 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. §34-603(H), only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. **Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under A.R.S. §34-604(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 Matthew.Sage@pima.gov.
4. **INQUIRIES / QUESTIONS.** Inquiries shall be written, preferably sent by email. All questions must be received no later than seven (7) calendar days in advance of the submittal due date. All questions regarding this SFQ shall be directed to the following **Point of Contact:**

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

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

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

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

8. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of County's position. Any questions regarding this solicitation should be presented to County at this conference.
9. **SUBMISSION OF QUALIFICATIONS:** The County will receive SOQs at the date, time and location described as follows:

FRIDAY, MARCH 18, 2016
4:00 PM Tucson Local Time
Pima County Procurement Department, Design & Construction Division
130 W. Congress Street, 3rd Floor
Tucson, Arizona 85701

10. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, four (4) hardcopies, and one electronic copy of their *Statement of Qualifications*, as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The hardcopies shall be delivered clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Matt Sage, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

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

11. **CONSULTANT SELECTION PROCESS:**
 - A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-604. 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 Bidders

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

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

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

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

SOQs shall be submitted in a sealed envelope or box marked "RESPONSE TO SFQ NO. 206492, CONSTRUCTION COST ESTIMATING SERVICES QUALIFIED CONSULANTS LIST and delivered to:

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

1. INTRODUCTORY LETTER

(No points allocated)

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

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

2. PROJECT TEAM

(30 points)

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

- ii. Name other primary key personnel from the firm that will be performing work
 - iii. Name other primary key personnel from any regularly used subconsultants and the roles they will perform.
- c) Discuss team members' prior work together on previous projects.
 - d) Describe the capacity of the company (personnel, facilities and equipment) to accept on-going projects, relevant to the requested services (e.g. as-needed/on-call projects less than \$250k).
 - e) Describe the company's action plan to replace key personnel if key personnel become unavailable.

3. QUALIFICATIONS & EXPERIENCE (40 points)

- a) Provide a table of previous projects completed in the last three years similar in magnitude (as-needed/on-call projects less than \$250k in project fees) that represent the Scope of Services required. State the project name, the client's name, type(s) of services provided, whether the firm was the prime or a subconsultant, part of a Design Build or Construction Manager at Risk (CMAR), the assigned Project Manager's name, and project dollar amount.
- b) Select up to five representative projects from those listed in the table provided for 3.a) and, in narrative form, provide the following information for each of these projects: project name/description, names of key personnel of the firm that participated, original amount of the contract, final amount of the contract, original completion date, actual completion date, any issues that arose during the project and solutions offered/utilized, and any value added services or differentiators your firm provided (what you brought to the project no other firm would have provided). Explain why each of these projects was selected as representative examples of the firm's best work.

4. UNDERSTANDING OF COST ESTIMATING AND FIRM'S APPROACH TO PERFORMING REQUIRED SERVICES (24 points)

- a) Identify any innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/team offers and how you propose to use that expertise to benefit the County to add value to the design and construction process.
- b) Describe company quality control/assurances procedures/policies/reviews for deliverables anticipated under the list of services, including responsible parties and any software used.

5. EQUAL OPPORTUNITY PLAN/STATEMENT AND SBE UTILIZATION (6 points)

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

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

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

Preference shall be given to prime small, local firms - subconsultants are ineligible for the preference -

pursuant to Pima County Ordinance Number 2012-10 as follows:

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

Pima County Board of Supervisor Policy D29.1 defines Architectural and Engineering Services as consulting services falling under the disciplines defined by General Services Administration (GSA) Standard Form 330, which includes Cost Estimating Services.

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

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

8. APPENDIX:

- a) Respondent shall acknowledge by signature and submission of a Letter of Commitment with their SOQ response, as having read the standard QCL Master Agreement contained herein and to agree to abide by its terms and conditions. If Respondent is selected for placement on the County’s QCL, County’s acceptance of Respondent’s signed Letter of Commitment shall constitute formation of the Master Agreement without further formality between the parties. The County will retain the letter in the Master Agreement files.
- b) Resumes of key personnel, and any key subconsultants who will perform these services (no more than 2 pages each resume).

End of Submittal Information and Evaluation Criteria

ATTACHMENT 1
SMALL LOCAL PREFERENCE CERTIFICATION FORM

Project Name: Solicitation No. 206492 – Construction Cost Estimating Services Qualified Consultants List

Prime Firm Name: _____

I certify that this firm:

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

–or–

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

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

Signature

Title

Firm Name

Street Address

City, State Zip

Phone

Date

ATTACHMENT 2
SAMPLE MASTER AGREEMENT

MASTER AGREEMENT



QUALIFIED CONSULTANTS LIST
CONSTRUCTION COST ESTIMATING SERVICES
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. 206492 to establish a list of qualified consultants for Construction Cost Estimating Services pursuant to A.R.S. § 34-104 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 Construction Cost Estimating 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 Agreement shall survive expiration or termination of the Agreement, 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** (4 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** (XX 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 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 Agreement and in no way limit the indemnity covenants contained in this Agreement. 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 Agreement. The CONSULTANT is free to purchase additional insurance.

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

6.1 Minimum Scope and Limits of Insurance:

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

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

6.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement 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.

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 Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement 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 Agreement is completed.

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 Agreement.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Agreement, 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 Agreement. 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 Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

6.4.2 All certificates required by this Agreement will be sent directly to the Department. COUNTY project or Agreement 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 Agreement 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 Agreement, as deemed necessary. Such action will not require a formal Agreement 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 Agreement. 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 Agreement survive expiration or termination of the Agreement, 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 Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement 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 Agreement 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 Agreement. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Agreement, 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 Agreement 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 AGREEMENT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Agreement 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 Agreement, 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 Agreement;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; 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 Agreement 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 Agreement 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 Agreement 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 onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement 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 Agreement.

ARTICLE 18 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement 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 Agreement 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 Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. 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 Agreement 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 deliver or certified mail to CONSULTANT'S contact named in Exhibit 'B' at the current address identified in the CONSULTANT'S electronic vendor record.

ARTICLE 21 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Agreement 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 Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement. CONSULTANT will perform services in accordance with the terms of the Agreement and at a level of care consistent with prevailing industry standards. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

ARTICLE 22 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 26 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 Agreement.

ARTICLE 23 – SEVERABILITY

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

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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement subjecting CONSULTANT to penalties up to and including suspension or termination of this Agreement. 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 – REGIONAL TRANSPORTATION AUTHORITY

CONSULTANT agrees that in the event a Project is funded wholly or partially by RTA, CONSULTANT shall adhere to the following additional provisions:

ARTICLE 4 – SCOPE OF SERVICES: Any changes to the Project which result in the final project cost deviating by ten or more percent from the RTA's budget amount for the Project must be approved by the RTA in advance of those changes being made.

ARTICLE 6 – INSURANCE: Both COUNTY and the RTA shall be endorsed as "Additional Insured" under the Commercial General Liability and Comprehensive Automobile Liability Policies.

ARTICLE 7 – INDEMNIFICATION: CONSULTANT shall likewise indemnify, defend, and hold harmless the RTA, its officers, employees and agents in accordance with the aforementioned Article.

ARTICLE 31 – FEDERAL FUNDS

COUNTY and CONSULTANT understand that some Delivery Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, specific funding requirements shall be attached to and be a part of the Delivery Order. CONSULTANT agrees to be bound by all such requirements and adhere to the following additional provisions:

ARTICLE 12 – SUBCONSULTANTS: CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 24 – BOOKS AND RECORDS: CONSULTANT shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the Comptroller General of the United States or the federal granting agency for a period of five (5) years after receipt of the final payment under this Agreement.

ARTICLE 27 – OWNERSHIP OF DOCUMENTS: The Granting Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) any rights to copyright to which CONSULTANT or COUNTY acquires ownership under this Agreement.

ARTICLE 32 – 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 Agreement may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the CONSULTANTS have affixed their signatures to the attached Letters of Commitment contained in Exhibit “B” and the COUNTY has affixed its signatures to this Agreement on the dates written below.

APPROVED:

Procurement Director

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES PROFESSIONAL SERVICES FOR COST ESTIMATING QUALIFIED CONSULTANTS LIST

A. GENERAL PROVISIONS:

The COUNTY lacks the available expertise, and therefore, would like to establish a Qualified Consultant's List (QCL) to obtain CONSULTANT Professional services also referred to as the Cost Estimating Services on an as needed basis to conduct cost estimating on various projects. The County seeks the services of qualified Construction Cost Estimating firms with expertise in all phases of design and construction of public buildings and horizontal construction as defined in A.R.S. Title 34.

The Scope of the Cost Estimating CONSULTANT shall include professional services to help support completing the program or project. The main objective of Cost Estimating is determined by its intended use, and its intended use determines its scope and detail. Cost estimates have two general purposes:

1. To help project managers evaluate affordability and performance against plans, as well as selection of alternative systems and solutions, and
2. To support the budget process by providing estimates of funding and scheduling required to efficiently executing a program or project.

Where appropriate, the Project Manager (PM) and the cost estimating team should work together to determine the scope of the cost estimate. The scope will be determined by such issues as the time involved, what elements of work need to be estimated, which will develop the cost estimates, and how much cost estimating detail will be included. Where the project is in its life cycle will influence the quantity of detail for the cost estimate as well as the amount of data to be collected. For example, early in the life cycle the project may have a concept with no solid definition of the work involved. A cost estimate at this point in the life cycle will probably not require extensive detail. As the project becomes better defined, more detailed estimates should be prepared.

Once the cost analysts know the context of the estimate or the customer's needs, they can determine the estimate's scope by its intended use and the availability of data.

A cost estimate should document the purpose of the estimate, the program background and system description, its schedule, the scope of the estimate (in terms of time and what is and is not included), the ground rules and assumptions, all data sources, estimating methodology and rationale, the results of the risk analysis, and a conclusion about whether the cost estimate is reasonable.

A Project estimate shall reflect the anticipated bid price of a reasonable contractor in a normal competitive market. All costs the contractor would be expected to incur must be included and identified in the estimate, including any allowance for construction period cost escalation that a contractor would build into the bid amount. The construction costs estimate shall represent the “fair and reasonable” cost to the COUNTY.

The estimating system shall be at the preparer's discretion. Content, clarity and consistency are most important. Use a consistent format with each submission to facilitate comparison of one version to another. Show the current cost of construction as of the date of the estimate. The base estimate shall reflect current costs on the date the estimate is received.

The level of detail for an estimate shall be consistent with the degree of completeness of the documents being submitted. Simply stated, this means that if a construction element is shown, it must be priced; if it is shown in detail it must be priced in detail. For detailed elements, “lump sum” or “allowance” figures will not

be acceptable. Project estimates will include all elements within the contractor's bid such as insurance, bonds, hazardous abatement and any other such items.

Provide a separate estimate, summary sheet and supporting worksheets for each building and phase. Provide separate estimates for new construction, alteration work and site work.

A recapitulation sheet of the total Project, listing each new building, each renovated building and site work shall precede the summary sheets. Organize bid packages if applicable. The recapitulation sheet shall show the actual award amount of any phases previously bid, to provide an accurate running total at the time of submission.

Provide a brief narrative including the basis of estimate, clarifications, contracting method and status and date of design documents used to perform the quantity take-offs. Where information is lacking, assumptions and allowances are to be made based, where possible, on discussions with the A/E, Construction Manager and COUNTY.

B. PROJECT SPECIFIC SCOPE:

The COUNTY will issue project-specific discrete estimating assignments by Task Order and will include, but not limited to the activities below:

1. Pre-Construction: Prepare estimates at programming, schematic design, design development, construction documentation and/or bid estimating phases.
 - a. Review and confirm or recommend revisions to the COUNTY'S existing Project documentation including conceptual design documents and completed cost estimates, if any.
 - b. Provide construction costs estimates organized into separate trade contracts required for the Project, as approved by the COUNTY and the COUNTY'S Project Manager.
 - c. Advise the COUNTY regarding the accuracy of content, scope of work, and the pricing of the cost estimates submitted by specialty consultants and Construction Managers when design development documents have reached completion.
 - d. Together with the Construction Manager, reconcile the estimate with the estimate prepared by the Construction manager.
 - e. Provide a professional level review of all deliverables to assure quality, technical accuracy, and coordination of all documents furnished under this agreement.
2. During construction:
 - a. Review contract documents including shop drawings and shop drawing modifications to verify that materials are correctly estimated in change orders and verify that the A/E has approved them be in acceptance with the specifications.
 - b. Review associated MEP and structural engineering shop drawings that may be affected by change order work for coordination and verify the A/E has approved any modifications.
 - c. Prepare estimates for change orders and support change order negotiations.
 - d. Prepare draft A/E change recommendation letters for all change order work describing the necessity of the change and the cost amount for the A/E to review, edit and sign.
 - e. Bundle all supporting data for the change order file, which includes pertinent contract drawing(s), specifications, shop drawings, contractor time and materials tickets.
 - f. Construction schedule review with or without construction expenditure/cash flow projections.
 - g. Construction Manager, General Contractor bid or Guaranteed Maximum Price (GMP) analysis to include, but not limited to, review of general conditions, construction schedules and milestones, documents, bidders (prequalified, solicited, selected), bid package preparation and scope of work documentation, unit prices, and bid analysis and recommendations.
 - h. Prepare estimates as needed during closeout.
3. The CONSULTANT may be called upon to provide services that could include but not limited to:
 - Capital construction budgeting
 - Public Improvements of any kind to Public Real Property
 - Architectural and Engineering Services

- Master planning estimates
- New horizontal construction
- New vertical construction
- Building additions
- Building tenant improvements
- Infrastructure projects
- Building / system life cycle costs
- Repair and modification projects
- Bid evaluations
- Cost-benefit analysis
- Value engineering suggestions
- Alternative design cost analysis
- Best-value analysis
- Change order justifications
- Local market analysis
- Return-on-investment (ROI) analysis
- Mechanical and Plumbing systems:
- 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

C. 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:

1. 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.
2. 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
PROFESSIONAL SERVICES FOR COST ESTIMATING
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
CONSTRUCTION COST ESTIMATING SERVICES
QUALIFIED CONSULTANTS LIST