



SOLICITATION FOR QUALIFICATIONS
ALAMO BASIN MANAGEMENT PLAN
FOR
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
TUCSON, ARIZONA

JUNE 2016

Pima County Procurement Department
Design & Construction Division
130 W. Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-8414 / Fax (520) 724-4434

Solicitation No. 220975

TABLE OF CONTENTS

NOTICE OF SOLICITATION FOR QUALIFICATIONS # 2209752

SECTION 1 – GENERAL INFORMATION4

 SCOPE OF SERVICES:.....4

 PRE-SUBMITTAL CONFERENCE4

 INQUIRIES.....4

 ADDENDA4

 DUE DATE AND LOCATION FOR SUBMISSIONS.....4

 PROFESSIONAL SERVICES CONTRACT5

 PUBLIC RECORD5

 CONSULTANT SELECTION PROCESS5

 TENTATIVE SELECTION SCHEDULE.....5

 ACCEPTANCE OF EVALUATION METHODOLOGY.....6

 COST OF PROPOSALS6

 WAIVER OF CLAIMS6

 SUSPENSION/DEBARMENT6

 JOINT VENTURES6

 ELIGIBLE RESPONDENTS.....6

 VENDOR REGISTRATION6

 PIMA COUNTY ONE-STOP.....7

 SMALL LOCAL PREFERENCE7

 PROTESTS.....7

SECTION 2 – REQUIRED SUBMITTAL INFORMATION.....8

SECTION 3 – EVALUATION CRITERIA.....10

EXHIBIT “1” – SAMPLE PROFESSIONAL SERVICES CONTRACT.....13

APPENDIX A - SCOPE OF SERVICES.....23

ATTACHMENT 1 - PROJECT TEAM MEMBER UTILIZATION FORM.....29

ATTACHMENT 2 - SMALL LOCAL PREFERENCE CERTIFICATION FORM.....30

ATTACHMENT 3 - CONSULTANT PERFORMANCE INQUIRY.....31

Files available at <http://www.pima.gov/procure/ifbrfp-dc.htm> under the heading for this solicitation:

- [PDF: SFQ 220975 Exhibit A – Plan Study Area](#)

SECTION 1 – GENERAL INFORMATION

SCOPE OF SERVICES:

The study area is approximately 9.5 square miles within the City of Tucson and is shown on Exhibit A. The Alamo watershed includes the Alamo Wash, Arcadia Wash, Van Buren Wash (street) and Sahuara Wash (street).

The Pima County Regional Flood Control District (District) seeks a professional consulting engineering team to develop an Alamo Wash Basin Management Plan, which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The complete scope of work is contained within this solicitation package.

See Appendix “A” for detailed Scope of Services.

PRE-SUBMITTAL CONFERENCE

The date and time of a pre-submittal conference, if applicable, is indicated on the notice 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 the District’s position. Any questions regarding this solicitation should be presented to the District at this conference.

INQUIRIES

Inquiries shall be written, preferably by email and directed to Anthony V. Schiavone, Commodity/Contracts Officer, Pima County Procurement Department, Design & Construction Division, Fax 520-724-4434, or anthony.schiavone@pima.gov. All questions must be received no later than seven (7) calendar days in advance of the submittal due date.

ADDENDA

Responses to inquiries that materially change the scope or intent of this Statement for Qualifications (SFQ) will be issued via addendum and posted to the Pima County website <http://www.pima.gov/procure/ifbrfp-dc.htm>. Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will not notify Respondents of posting of addenda. Therefore, it is the Respondents’ sole responsibility to check the website periodically for all issued addenda. Failure to include acknowledgement of all addenda may be cause for rejection of the proposal.

SUBMITTAL

Respondents shall submit one (1) hardcopy original and four (4) hardcopies, and one (1) electronic version in a single file format of their Statement of Qualifications (SOQ) as further described in the Required Submittal Information and Evaluation Criteria Section. The hardcopy original copies shall be delivered in a sealed envelope(s) 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: Anthony V. Schiavone, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701. Facsimile, telegraphic, or emailed submissions **are not** acceptable.

DUE DATE AND LOCATION FOR SUBMISSIONS

Submittals must be received and time stamped at the Procurement Department, Design & Construction Division, 130 W. Congress Street, 3rd Floor, no later than the date and time indicated on the Notice of Solicitation for Qualifications. Late submittals will NOT be accepted.

ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Qualifications in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm will require subjective judgments by the District.

PROFESSIONAL SERVICES CONTRACT

These SFQ documents contain a sample copy of the Professional Services Contract that the selected firm will enter into with District. By submission of a qualifications statement, each Firm will be certifying to the District that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The District may consider proposed changes and negotiate terms or conditions if deemed in the interest of the District. However, the District reserves the right to reject any submission that takes exceptions or proposes alternate language unacceptable to the District.

PUBLIC RECORD

Per A.R.S. §34-603(G), only the names of the persons or firms on the shortlist may be disclosed prior to award. After Contract execution, all information provided shall become public record and open for inspection. Any material a respondent wishes to remain confidential shall be indicated in writing to the Contract Officer as part of their submission, including a statement of the basis for the claim of confidentiality.

Responses to this solicitation shall be considered public information after award and execution of the contract. The County is implementing a new procedure for the handling of confidential information that is reflected in Article XXVI of the sample contract included in this solicitation. Respondents must read and familiarize themselves with this Article before submitting a response.

CONSULTANT SELECTION PROCESS

1. A "Consultant Selection Committee" will be comprised of two members from the Pima County Regional Flood Control District and one member from the City of Tucson. This committee will evaluate submissions, determine the highest ranked firms for the short-list/interviews, conduct interviews, and recommend a firm for award. Interviews are optional and determination will be at the sole discretion of the District.
2. The District will make an award recommendation to the Board of Directors based on the evaluation scores. The District recommendation will be faxed to each participating firm prior to the Board of Directors agenda date for award. Selection of Consultant shall be at the discretion of District and the District reserves the right to reject any or all qualification statements.
3. The District intends to negotiate fees for these services. If agreement cannot be reached with a recommended firm, the District intends to enter into negotiation with the next lower ranked firm or firms or reject all proposals. Following the successful negotiation of fees, a Professional Service Contract will be issued to the selected firm.

TENTATIVE SELECTION SCHEDULE

The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as holidays, schedule vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the Contracts Officer immediately.

Pre-Submittal Meeting:	June 14, 2016
SFQ Proposals due:	June 29, 2016
Short List (optional)	July, 2016
Interviews (optional)	July, 2016
Notice to Respondents:	July, 2016
Fee Negotiations:	July/August, 2016
Award by Pima County Board of Directors:	September, 2016

ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting Qualifications in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm will require subjective judgments by the District.

COST OF PROPOSALS

This solicitation does not commit District to pay any costs incurred in the preparation, presentation or return of submittal including interview time.

WAIVER OF CLAIMS

Each Respondent, in submitting a proposal is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.

SUSPENSION/DEBARMENT

By submitting its Qualifications 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.

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. This Agreement is NOT included in the page-count limitation. The Introductory Letter must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partners.

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(s) or formal organization that submits a Qualification.

VENDOR REGISTRATION

Pima County has implemented an internet-based vendor registration system for Pima County Vendor Self Service (VSS). 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 <http://www.pima.gov/procure/venreg.htm> All Consultants must register in VSS.

PIMA COUNTY ONE-STOP

Pima County One Stop often has experienced design, professional and administrative staff available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://www.pima.gov/CED/CS/OneStop/EmployerServ.html>.

SMALL LOCAL PREFERENCE

On March 6, 2012, Pima County Board of Supervisors passed and adopted Ordinance Number 2012-10 amending Section 2 of the Pima County Procurement Code, Title 11, Chapter 11.12 to establish a means to provide a preference for small, local Architectural and Engineering firms in the award of County Architectural and Engineering Contracts. See Section 3 – Requirements for Statement of Qualification, Paragraph H – Small Local Preference and APPENDIX 3 – Small Local Preference Certification Form.

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 interested parties to check the website.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

SECTION 2 – REQUIRED SUBMITTAL INFORMATION

Respondents shall submit **one signed original and four (4) copies** of the proposal.

Responses should be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this SFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of District's needs. Additional information other than that requested shall not be included or the proposal may be rejected.

Evaluation Criteria	Page Limit
Introductory Letter	1-2 pages
Firm's Capabilities	3 pages or less
Qualifications and Experience of Personnel	3 pages or less
Firms Experience on Similar Projects	3 pages or less
Project Understanding and Approach	3 pages or less
Total Pages per SOQ	14 pages max, not including Appendices
Appendix 1 (resumes only)	1-2 pages per resume
Appendix 2 (Non-Discrimination / SBE Utilization)	
Appendix 3 (Small Local Certification)	

- Qualifications shall be a **MAXIMUM OF FOURTEEN (14) PRINTED PAGES**. The following do not count toward the page count limitation: Front and back cover, Table of Contents, divider sheets, Resumes, Affirmative Action Statement, Project Team Member Utilization Form, and Small Local Preference Certification Form.
- **Appendix 1** – submit Resumes (not more than 2 pages each) of key personnel, and any sub-consultants who will perform these services.
- **Appendix 2** – submit Non-Discrimination Statement and the Project Team Member Utilization Form **(See Attachment 1)**.
- **Appendix 3** – submit Small Local Preference Certification Form. **(See Attachment 2)**
- The District reserves the right to accept or reject proposals that deviate from the preferred page count.

Qualifications and any other information submitted by respondents in response to this SFQ shall become the property of the District.

Qualifications shall consist of answers to questions identified in Section 3 of the SFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer. Respondents shall carefully read the information contained in this SFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection. Qualifications that are qualified with conditional clauses, alterations, items not called for in the SFQ documents, or irregularities of any kind are subject to rejection by the District, at its option.

The District makes no representations of any kind that an award will be made as a result of this SFQ. The District reserves the right to accept or reject any or all Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this SFQ when deemed to be in District's best interest.

Failure to comply with all requirements contained in this SFQ may result in the rejection of the Qualifications.

PAGE SIZE, BINDING, DIVIDERS, AND INDEX TABS

Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with comb or spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.** Larger sheets may be used if they are folded to not larger than 8 1/2 x 11 inches. For typewritten pages, the minimum font size is 10, and black ink is preferred.

Additional attachments shall **NOT** be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this SFQ will be used by the District for evaluation.

Separate and identify each criteria response to Section 3 of this SFQ by use of a divider sheet with an integral tab for ready reference.

TABLE OF CONTENTS

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

PAGINATION

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

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

SECTION 3 – EVALUATION CRITERIA – (100 POINTS)

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications to all questions in Section 3 formatted as directed above. The following evaluation criteria will be used in the evaluation of firms. The response should address each item in the order presented below. The SOQ shall include a brief narrative describing the firm’s qualifications as it relates to each criterion.

1. Introductory Letter (1-2 pages)

The introductory letter should be approximately one (1) to two (2) pages (8.5 X 11 inches). The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Anthony V. Schiavone, Subject: Solicitation No 220975. – Alamo Basin Management Plan. The letter must be signed in an original ink signature, by an authorized officer of the firm and should contain the following:

- a. City and state of firm’s corporate headquarters;
- b. A statement of interest for the Project including a summary of key points describing the respondent’s unique qualifications as they pertain to this particular Project;
- c. A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Professional Services Contract. (See Exhibit ‘1’, “Sample Professional Services Contract”.)
- d. A statement that the consultant currently maintains or is capable of obtaining insurance in the amounts shown in the Sample Professional Services Contract, and that DISTRICT will be *endorsed* as additional insured on respondent’s insurance policy or policies.
- e. Contact information regarding questions about the proposal and the person authorized to contractually bind the firm into a written contract. Include names, phone and email.

2. Firm’s Capabilities (10 points)

3 pages or less

- a. Provide a general description of the prime firm (and any sub-consulting firms) proposing to provide the requested services and the capabilities of the firm(s). Include a project organizational chart showing key prime firm personnel and all sub-consultants

3. Qualifications and Experience of Personnel (25 points)

3 pages or less (not including resumes)

- a. Identify the key personnel who will be working on this project and their qualifications. For each key person identified, list at least two comparable projects in which they have played a primary role. Please provide the following information: **(15 points)**
 - 1. Description of project
 - 2. Key individual’s role on the project
 - 3. Project owner reference information per project (name, telephone and fax numbers, email)
- b. List the names, experience, and qualifications of any sub-consultants which you are proposing for this project. Describe how the services and experience of the proposed sub-consultants will benefit this project including how they will work with the prime firm. **(10 points)**

4. FIRM's Experience on Similar Projects (25 points)

3 pages or less

- a. Identify at least three comparable projects within the last five years in which the project team has completed on time and within budget, or are ongoing. The firm must demonstrate the knowledge and ability to work with the District's staff. For each comparable project identified, provide the following information: **(10 points)**
 1. Description of project
 2. Role of the firm (as a Prime or Sub-consultant)
 3. Project's original contracted cost & time and final project cost & time with explanation for any variances
 4. Firm's partnering efforts and successes
 5. Project Owner reference information (names with telephone numbers and fax number or email address)
- b. Provide the attached Consultant Performance Inquiry (Attachment 3) form to the project owners referenced above. **(15 points)**
 1. These may be for a single firm or for different firms that will form part of your overall team. The strongest references will be those that support your team's capabilities and prior successes in work of this type. Please be sure that any references that are submitted clearly state that they are for the team led by your firm.
 2. Request those references to fax that form DIRECTLY back to Pima County Procurement Department, Design and Construction Division at 520-724-4434 by the due date for the Solicitation, 220975.
 3. References should be familiar with Respondent's work on these projects and be knowledgeable regarding Respondent's performance. It is Respondent's responsibility to follow-up with references.

5. Project Understanding and Approach (40 Points)

3 pages or less

- a. Discuss the major issues your team has identified on the project and how you intend to address those issues. **(10 points)**
- b. Describe your team's project management approach and team organization for all phases of projects of this type. Describe internal and external systems used for planning, scheduling, budget, quality control and managing the project. **(10 points)**
- c. Describe your approach to identifying and evaluating drainage and flooding problems using spatial data and regional models. **(10 points)**
- d. Describe firm's approach to handling multiple stakeholders with possible conflicting priorities. **(10 points)**

6. SBE Utilization & Non-Discrimination (submit in Appendix '2')

- a. Provide a brief statement describing your firm's Non-Discrimination Policy. **(1 point)**
- b. Percentage of SBE utilization – **Complete Project Team Member Utilization Form (Attachment 1) (9 points)**

Evaluation criteria points for certified Small Business Enterprises (SBE) shall be as set forth by County policy. Any SBE listed on the Project Team Member Utilization Form must be certified by the City of Tucson as an SBE on or before the SOQ due date for this solicitation. Firms not certified as SBEs on or before the due date of this SFQ will not be considered for points in this section. The City of Tucson's

SBE Business Directory is available at and <http://www.pima.gov/procure/sbe/SBEdir.pdf> and contain the current listing of certified SBE firms that may potentially be used on this project. How the prime Firm utilizes SBE firms from these lists and in what areas is completely at the prime Firm's discretion. Any questions regarding the SBE Program or the Project Team Member Utilization form may be directed to the Pima County SBE Program Coordinator at (520) 724-3807.

7. Small Local Preference (submit in Appendix '3')

Architectural or Engineering Services shall be procured in accordance with Title 34 of Arizona Revised Statutes, except that a preference shall be given for small, local firms pursuant to Pima County Ordinance Number 2012-10 as follows:

- a. An Architectural or Engineering firm with fewer than 100 employees in Pima County and headquartered in Pima County shall be deemed an "A" firm and shall receive a preference in the amount of five percent (5%) of the total points available in the evaluation.
- b. An Architectural or Engineering firm with fewer than 100 employees in Pima County, headquartered elsewhere, that has maintained an office in Pima County for a minimum of two years and the majority of whose employees reside in Pima County shall be deemed a "B" firm and shall receive a preference in the amount of three percent (3%) of the total points available in the evaluation.
- 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.

8. Interviews (100 points) (OPTIONAL)

The District may hold interviews with the 3 – 5 top scoring firms based upon the evaluation of the statements of qualifications submitted. If interviews are held, the interview evaluation criteria and relative weights will be developed by our Selection Committee during the review of the qualifications statements.

The total score for the interview will be added to the written qualifications score to determine the ranking of the final listed firms. If interviews are not held the final ranking will be determined by the scores achieved from evaluations of the statement of qualifications.

The District reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

EXHIBIT “1” – SAMPLE PROFESSIONAL SERVICES CONTRACT

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT	
PROJECT	Alamo Basin Management Plan
CONSULTANT	
NOT TO EXCEED	
FUNDING:	
	(STAMP HERE)

CONSULTANT SERVICES CONTRACT

THIS Contract is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereinafter called DISTRICT, and <Consultant>, hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, DISTRICT requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide development and planning services for the Alamo Basin Management Plan Project; and,

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

WHEREAS, based on CONSULTANT’S representations in response to Pima County Solicitation No. 220975, CONSULTANT was determined to be the most qualified for this Project, and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

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

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

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Consultant Professional Services for the Project for the DISTRICT as described in **APPENDIX A: SCOPE OF SERVICES** (6 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, DISTRICT agrees to pay CONSULTANT Not to Exceed <Estimate from Consultant (\$XX,XXX.00)>. CONSULTANT’S fees will be as stated in **APPENDIX B: CONSULTANT FEE PROPOSAL** <(# of Pages)>, attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. DISTRICT may consider adjustments to rates in connection with any extensions of the Contract term.

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

For the period of record retention required under Article 23, DISTRICT reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by DISTRICT. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT’S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. DISTRICT 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. DISTRICT in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

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

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

Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

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

4.2 Additional Insurance Requirements:

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

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

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to DISTRICT, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701, Fax: (520) 724-4434.

4.4 Verification of Coverage:

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

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by DISTRICT before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701. DISTRICT project or contract number and project description will be noted on the certificate of insurance. DISTRICT reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

DISTRICT 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 6 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds harmless DISTRICT and 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 DISTRICT, 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 7 – COMPLIANCE WITH LAWS

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

ARTICLE 8 – STATUS OF CONSULTANT

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

ARTICLE 9 – 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 DISTRICT relied upon in making this Contract, CONSULTANT will obtain the approval of DISTRICT.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of DISTRICT having knowledge of or condoning or accepting

the products or the services. Correction of such deficiencies will be at no cost to DISTRICT.

ARTICLE 10 – NON-WAIVER

The failure of DISTRICT 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 11 – 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 DISTRICT to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 12 – NON-ASSIGNMENT

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

ARTICLE 13 – 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 14 – 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 DISTRICT, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the DISTRICT 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 15 – 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 16 – 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 DISTRICT of the default, DISTRICT may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by Contract or otherwise. The CONSULTANT and its sureties, if any, will be liable for any damage to the DISTRICT resulting from CONSULTANT'S default, including any increased costs incurred by DISTRICT 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 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 DISTRICT 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 DISTRICT'S property and will be delivered to DISTRICT not later than five (5) business days after the effective date of the termination;
 2. DISTRICT 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 DISTRICT from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), DISTRICT'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 the CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of DISTRICT in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the DISTRICT,
 - (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 DISTRICT), notifies DISTRICT in writing of the cause(s) therefor. In this circumstance, DISTRICT will ascertain the facts and the extent of the resulting delay. If, in the judgment of DISTRICT, the findings warrant such action, DISTRICT 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 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 DISTRICT.
- G. The rights and remedies of DISTRICT in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 17 – TERMINATION FOR CONVENIENCE OF DISTRICT

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

ARTICLE 18 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 19 – 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:

DISTRICT:

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

CONSULTANT:

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

ARTICLE 20 – OTHER DOCUMENTS

CONSULTANT and DISTRICT 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 21 – 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 22 – SEVERABILITY

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

ARTICLE 23 – 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 DISTRICT.

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 DISTRICT for retention.

ARTICLE 24 – 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 25 – DISPUTES

In the event of a dispute between DISTRICT 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 Regional Flood Control District 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 26 – 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 DISTRICT and will be delivered to DISTRICT upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. DISTRICT 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 27 – 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 DISTRICT 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., DISTRICT will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 28 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT 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.

DISTRICT 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 retain a replacement SUBCONSULTANT (subject to DISTRICT approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of DISTRICT'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 DISTRICT 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 29 – ENTIRE AGREEMENT

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

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

APPROVED:

CONSULTANT:

Chair, Board of Directors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

APPENDIX 'A' - SCOPE OF SERVICES

Alamo Basin Management Plan

1. Project Purpose

The Pima County Regional Flood Control District (District) seeks a professional consulting engineering team to develop an Alamo Wash Basin Management Plan, which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The purpose of the Alamo Wash Basin Management Plan is to develop a comprehensive flood control protection program and to develop drainage alternatives which will improve public safety, provide fiscal responsibility, and provide a balanced multi-objective approach to managing the watersheds, floodplains and resources in the study area, which will allow the Pima County Regional Flood Control District (District), as well as partners (City of Tucson) to develop a comprehensive flood control plan.

Once adopted by the City of Tucson, the plan will provide guidance for development, redevelopment and retrofits in flood prone areas and drainage alternatives to further limit the potential for flooding. The study will rely on interagency coordination to preserve the hydrologic integrity and storm water conveyance ability of the regional watersheds. The study will ensure that the floodplain management regulations will balance the competing community and private sector interests.

2. Project Location and Description

The approximate limits of the Alamo Basin Management Plan (BMP) are shown on Exhibit A. In total, the study area is approximately 9.5 square miles. The Alamo Watershed includes the Alamo Wash, Arcadia Wash, Van Buren Wash (street) and Sahuara Wash (street). The Alamo and Arcadia Washes (and adjacent properties) are subject to the City of Tucson's WASH Regulations (Tucson City Code, Chapter 29, Article VIII, Watercourse Amenities, Safety and Habitat). The Tucson Stormwater Management Study Final Report (December 15, 1995) identified two stormwater capital improvement projects and three localized projects in the Alamo Watershed, and preservation of approximately 23,000 linear ft. of naturally vegetated watercourses. FEMA flood hazard areas include A, AE and AH Zones.

3. Project Tasks

3.1. *Existing Conditions Data Collection and Review:*

- 3.1.1. The Consultant shall collect, review and summarize pertinent existing conditions data, including but not limited to, Tucson Stormwater Management Study (TSMS) discharge data, drainage complaints, floodplain use permits, elevation certificates, site reviews and violations, as-built plans for existing structures (i.e., storm drains, culverts, channels), FEMA Flood Hazard data, Letters of Map Revisions and/or Amendments,

drainage reports, improvement plans, land use plans and development plans. The Consultant will also research and obtain historic flood data such as precipitation data and newspaper articles to document past flooding/drainage problems. The District will provide the 2015 LiDAR dataset.

It is assumed that these data will be collected in digital form, but where digital data are not available; the consultant shall collect the data in paper form and scan in an appropriate digital format for future use.

- 3.1.2. The Consultant shall develop a comprehensive list of flooding and drainage problems impacting the study area based on Task 3.1.1 above, and provide a map indicating problems areas.
- 3.1.3. The Consultant shall identify data gaps that would prevent the consultant from preparing hydraulic mapping consistent with FEMA's *Standards for Flood Risk Analysis and Mapping (November 30, 2015)*.
- 3.1.4. The District assumes that some infrastructure, such as storm drains, culverts and bridges, may need to be surveyed so that flooding can be accurately modeled. The Consultant shall survey these features with appropriate certification consistent with FEMA's *Standards for Flood Risk Analysis and Mapping (November 30, 2015)*.
- 3.1.5. The Consultant shall identify all rights-of-entry needs and coordinate with the property owner to obtain the necessary rights-of-entry.
- 3.1.6. Summarize Task 3.1 for inclusion in an overall project Technical Data Notebook (TDN).

3.2. Floodplain Delineation:

- 3.2.1. The Consultant will re-delineate jurisdictional floodplains where existing mapping is inaccurate.
 - 3.2.1.1. Modeling will utilize existing TSMS and/or effective FEMA 1%- annual-chance discharges. Currently available TSMS HEC1 files will be utilized/modified for discharges and hydrographs, including more frequent return period events (e.g. 10% and 4% chance floods) which may be utilized for Alternatives Analysis.
 - 3.2.1.2. In locations where overbank flooding or distributary flow is identified, hydraulic modeling may require use of a two-dimensional flow model acceptable to FEMA.
- 3.2.2. The Consultant will document base flood elevation changes for previously mapped floodplains.

3.2.3. The Consultant will summarize the analyses in a TDN.

3.3. **Letter of Map Revision (LOMR) if necessary:** If deemed necessary by the City of Tucson, a Letter of Map Revision request will be prepared and submitted by the Consultant based on Task 3.2 above:

3.3.1. The Consultant will prepare a FEMA Letter of Map Revision submittal per FEMA's *Standards for Flood Risk Analysis and Mapping* (November 30, 2015).

3.3.2. The Consultant shall be responsible for addressing all of FEMA review comments in a timely manner. The contract will not be considered complete until FEMA has issued a LOMR.

3.3.3. If applicable, The Consultant will prepare property owner notification per FEMA specifications for distribution by the City of Tucson.

3.3.4. If applicable, the Consultant will prepare legal notification per FEMA specifications and publish in an approved newspaper.

3.4. **Alternatives Analysis and Remediation Recommendations:** Alternative analysis will identify flood hazard solutions based on previous tasks. The Consultant will develop structural and non-structural alternative solutions and cost effectiveness for mitigating flooding and drainage problems, and recommend an alternative for each flood hazard.

3.4.1. The Consultant shall prioritize the problem areas identified in Tasks 3.1 and 3.2 based on the relative benefit that may be achieved.

3.4.2. The Consultant shall facilitate an Alternatives Identification workshop. The District and City of Tucson will determine up to 20 participants from stakeholders and the Consultant team to attend the Alternatives Identification workshop.

3.4.3. The Consultant will present items identified in Task 3.1 and 3.2 at the workshop.

3.4.4. The Consultant shall identify a mix of alternatives (3-5 alternatives for each problem area) for flooding and drainage problem solutions in the study area and associated critical path(s) to be utilized at the workshop.

3.4.4.1. The Consultant will perform survey as required to develop the alternatives. The Consultant shall identify all rights-of-entry needs and coordinate with the property owner to obtain the necessary rights-of-entry.

3.4.5. For each alternative, the Consultant shall identify the strengths, weaknesses, opportunities, constraints and estimated costs.

- 3.4.6. The Consultant shall recommend a combination of alternatives for future implementation. The Consultant shall meet with the District and the City of Tucson to approve the assessed alternatives.
 - 3.4.7. The Consultant shall prepare an Implementation Plan for the selected alternatives.
 - 3.4.8. The Consultant shall summarize the Alternatives Analysis process in an Alternatives Selection Report.
- 3.5. **Public and Stakeholder Involvement:** Stakeholder information, involvement, and coordination will be included for all elements of the Alamo Wash Basin Management Plan.
- 3.5.1. The Consultant shall arrange, attend and provide materials for up to 12 stakeholder informational meetings as necessary to gather information or to discuss alternatives. These meetings could be with public agencies, associations, developers, neighborhood associations or individual landowners.
 - 3.5.2. The District will create a stakeholder fact sheet for use in educating stakeholders about the study.
 - 3.5.3. The Consultant shall arrange, attend and provide materials for up to four Work Group Meetings with select stakeholder representatives.
 - 3.5.4. The Consultant shall document and provide minutes to the District for all Stakeholder and Work Group meetings.
 - 3.5.5. The Consultant shall participate and provide staff for two public meetings. One meeting prior to completing Existing Conditions Data Collection and one meeting following selection of preferred alternatives.
 - 3.5.6. The District shall be responsible for the preparation of handouts and display boards. The Consultant shall provide to the District, in digital format, information needed for the exhibits used at the public meetings.
 - 3.5.7. The Alamo Basin Management Plan website shall be hosted on the District website. Approved reports and documentation from the Consultant shall be submitted in a format (as specified by the District) that can be placed on the website. The District will provide final review and approval of all submittals for the website.
 - 3.5.8. The Consultant shall participate in the Plan adoption process with Mayor and Council.
- 3.6. **Project Administration:** The Consultant shall participate in the following specific meetings for the Alamo Basin Management Plan:

- 3.6.1. The Consultant shall attend a kick-off meeting with the District to submit the project schedule, which will include dates of all proposed submittals and review meetings. The Consultant shall bring key project members to the meeting to introduce them to the District staff that will be working on the project.
 - 3.6.2. The Consultant shall meet monthly with the District's Project manager and project review team to discuss the overall project status and to discuss the District's review comments that will be provided to the Consultant at the meeting. Any problems shall be identified and discussed. The Consultant shall provide minutes of monthly project meetings.
 - 3.6.3. The Consultant shall make site visits as necessary to become familiar with existing conditions in the study area.
 - 3.6.4. The District will conduct two scheduled site visits to orient the Consultant with the project area and to determine any initial conflicts or opportunities.
- 3.7. **Schedule:** The consultant shall complete all elements of the study within 720 days from the issue of Notice-to-Proceed (NTP) date. Elements shall be completed during this time frame according to the following milestones:

Tasks 3.1	within 270 days from NTP
Tasks 3.2 and 3.3	within 540 days from NTP
Task 3.4	within 720 days from NTP

3.8. **Participation:**

Pima County Regional Flood Control District (DISTRICT)
Pima County Regional Wastewater Reclamation Department
Pima Association of Governments (PAG)
City of Tucson Planning & Development Services
City of Tucson Department of Transportation
Utilities (Verizon, Centurylink, etc.)
City of Tucson Mayor and Council (Ward 2, 4 and 6)

3.9. **Deliverables:**

- 3.9.1. A Technical Data Notebook in accordance with ADWR State Standard 1 (August 2012).
- 3.9.2. A LOMR submittal package (if required)
- 3.9.3. Alternative Selection Report.
- 3.9.4. Implementation Plan.

- 3.9.5. Public Outreach Summary Report.
- 3.9.6. The Consultant shall submit digital files on CD to the District.
- 3.9.7. The Consultant shall submit 2 CDs and 4 paper copies of all draft products to the District.
- 3.9.8. The Consultant shall submit 10 CDs and 3 paper copies (including exhibits) for all final products to the District.
- 3.9.9. The Consultant shall submit all items sealed by a registered civil engineer or surveyor in the State of Arizona, as appropriate. Upon receipt of the final submittal, the District shall review the final products for the accurate incorporation of all final comments. If incomplete and/or incorrect incorporation of comments is found, the original documents shall be returned to the Consultant for correction and resubmittal.
- 3.10. **Additional Services:** The Consultant shall be prepared to provide additional services as-needed in support of Project Tasks. These may include, but not be limited to; geotechnical analysis, structural engineering, community relations, landscape architecture, habitat evaluation and environmental services.

End of Scope of Services

ATTACHEMENT 2 - SMALL LOCAL PREFERENCE CERTIFICATION FORM

Complete and Return with Your Qualifications Statement

Project Name: SOLICITATION 220975 – ALAMO BASIN MANAGEMENT PLAN

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, we will presume that your firm does not qualify for the “Small Local Firm Preference.”

Signature

Title

Firm Name

Address

Phone

Date

ATTACHMENT 3

CONSULTANT PERFORMANCE INQUIRY



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
PHONE: 520-724-8414
FAX: 520-724-4434

CONSULTANT: _____

FOR: SOLICITATION 220975 ALAMO BASIN MANAGEMENT PLAN

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE CONSULTANT'S APPLICATION TO PROVIDE PROFESSIONAL SERVICES TO PIMA COUNTY FOR THE ABOVE-REFERENCED PROJECT. PLEASE RANK THE CONSULTANT'S PAST PERFORMANCE IN THE CATEGORIES INDICATED ON PAGE 2, USING THE CATEGORIES INDICATED ON PAGE 2 AND THE DEFINITIONS ON PAGES 3 – 6.

PLEASE FAX THIS SHEET AND YOUR COMPLETED QUESTIONNAIRE TO THE FOLLOWING ON OR BEFORE 4:30PM, June 29, 2016:

ATTENTION:

**Anthony V. Schiavone, Commodity/Contracts Officer
Pima County Procurement Department
Design and Construction Division
Fax: 520-724-4434**

FIRM PROVIDING REFERENCE:

Name of Company: _____

Person Completing Reference: _____

Position: _____

Phone Number: _____ **Fax Number:** _____

PIMA COUNTY PROCUREMENT DEPARTMENT
 CONSULTANT REFERENCE

1. Name and Address of Consultant or Joint Venture		2. Total Contract Value:
		3. Contract Completion Date:
4. Type of Service Provided:		
5. Ratings: After commenting, score in column on the right, using 1 for unsatisfactory, 2 for marginal, 3 for satisfactory, 4 for very good, and 5 for exceptional.		
Technical Performance – Comments:		
Cost Control – Comments:		
Schedule/Timeliness – Comments:		
Business Relations – Comments:		
6. TOTAL SCORE: (sum of scores from above)		
7. Key personnel of Consultant:		
Name/Title:	Primary Responsibility:	
Name/Title:	Primary Responsibility	
Name/Title:	Primary Responsibility	
8. Did the consultant seem committed to customer satisfaction? ___Yes ___No Why?		
9. Were the services brought in on-time and on-budget? ___Yes ___No Why?		

CONSULTANT PERFORMANCE RATING GUIDELINES

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

CONSULTANT PERFORMANCE RATING GUIDELINES

These are suggested guidelines for assigning ratings on a consultant's compliance with the contract performance, cost, and schedule goals as specified in the Scope of Work. The rating for each category does not need to address all of the rating topics shown in the tables below.

Technical Performance (Quality of Product/Service)
<u>Exceptional</u>
<ul style="list-style-type: none"> • Met all performance requirements / Experienced/knowledgeable staff retained on project throughout rating period • Minor problems / Highly effective corrective actions / Work and products greatly exceeded expectations • Excellent communication with client / Prompt follow up / Effective communications with outside agencies and public bodies
<u>Very Good</u>
<ul style="list-style-type: none"> • Met all performance requirements / Most staff remained throughout rating period. • Minor problems / Effective corrective actions / Work and products above expectations • Good communication with client / Good follow up / Good communications with outside agencies and public bodies
<u>Satisfactory</u>
<ul style="list-style-type: none"> • Met all performance requirements / Generally stable staff • Minor problems / Satisfactory corrective actions / Satisfactory work and products • Follow up and communications with client, outside agencies and public bodies met expectations
<u>Marginal</u>
<ul style="list-style-type: none"> • Some performance requirements not met / Some key staff reassigned during rating period • Performance reflects serious problem / Ineffective corrective actions / Work and products below expectations / Poor Quality Assurance/Quality Control • Poor follow up and/or communications with client, outside agencies and public bodies
Unsatisfactory
<ul style="list-style-type: none"> • Most performance requirements were not met / Most key staff reassigned during rating period • Recovery not likely / Work and products inadequate / No QA/QC evident • Follow up and/or communications with client, outside agencies and public bodies inadequate

Cost Control

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

- Significant cost overruns
- Ineffective or no corrective action plan

Schedule (Timeliness)

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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

Business Relations

Exceptional

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

Very Good

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

Satisfactory

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

Marginal

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

Unsatisfactory

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