



SOLICITATION FOR QUALIFICATIONS

Kolb Road: Sabino Canyon Road to Sunrise Drive

**Design Concept Report
&
Environmental Assessment and Mitigation Report
&
Plans, Specifications, Estimate**

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

TUCSON, ARIZONA

March 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. 212916



NOTICE OF STATEMENT FOR QUALIFICATIONS

Solicitation NO. 212916 DESIGN ENGINEERING SERVICES FOR KOLB ROAD: SABINO CANYON ROAD TO SUNRISE DRIVE (4KSCSR)

Pima County is seeking Statements for Qualifications from qualified firms to provide design engineering services for the following improvement project:

- Kolb Road: Sabino Canyon Road to Sunrise Drive. This project consists of widening approximately 1.9 miles of Kolb Road from an existing two lane roadway to a three lane roadway between Sabino Canyon Road and Sunrise Drive in compliance with the 1997 Bond Program. This effort will complete DOT-32. The roadway will contain multi-use lanes, drainage, landscaping, neighborhood screening, and noise mitigation in accordance with the results of a traffic study. The median will be a two-way left turn lane.

The County intends to award a contract to the top ranked firm competing.

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

There will be a pre-submittal conference on Thursday, March 31, 2016, at 2:30 pm. The conference will be held at the Procurement Department Conference Room, 3rd Floor, County Administration Building, 130 W. Congress Street, Tucson, Arizona. Attendance is optional, but encouraged.

Qualifications Statements are due no later than April 21, 2016, 4:30 pm. No statements will be accepted after the date and time indicated. Certified Small Business Enterprise (SBE) firms are encouraged to participate.

The entire solicitation package can be downloaded from the Pima County website: www.pima.gov/procure/ifbrfp-dc.htm. Information regarding the submittal requirements of this solicitation may be obtained at the Design and Construction Division of the Procurement Department located in the Pima County Administration Building, 130 W. Congress Street, 3rd Floor. Contact Ms. Christy Bustillos regarding documents at phone: (520) 724-8414; fax: (520) 724-4434; or email: Christy.bustillos@pima.gov.

The County reserves the right to reject any or all qualification statements or withhold award for any reason.

Publish: The Daily Territorial: March 23, 24, 25, & 28, 2016

/s/ Anthony V. Schiavone

Anthony V. Schiavone, Commodity/Contracts Officer
Procurement, Design & Construction Division

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SECTION 1 - GENERAL INFORMATION

SCOPE OF WORK

Pima County is seeking Statements for Qualifications from qualified firms to provide design engineering services for the following improvement project:

- Kolb Road: Sabino Canyon Road to Sunrise Drive. This project consists of widening approximately 1.9 miles of Kolb Road from an existing two lane roadway to a three lane roadway between Sabino Canyon Road and Sunrise Drive in compliance with the 1997 Bond Program. This effort will complete DOT-32. The roadway will contain multi-use lanes, drainage, landscaping, neighborhood screening, and noise mitigation in accordance with the results of a traffic study. The median will be a two-way left turn lane.

A complete description of the Consultant's required professional services for the project, including compensation and payment, are detailed in the Sample Professional Services Contracts, **Appendix 'A'**, Scope of Work.

The County intends to award a contract to the top ranked firm competing.

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 County's position. Any questions regarding this solicitation should be presented to the County 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 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 acknowledgement of all addenda may be cause for rejection of the proposal.

SUBMITTAL

Respondents shall submit one (1) hardcopy original, seven (7) hardcopies, and one (1) electronic copy of their Statement of Qualifications (SOQ) as further described in the Required Submittal Information and Evaluation Criteria Section. The hardcopy original and copies shall be delivered in a sealed envelope(s) clearly marked with the Firm's 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 time and date indicated on the Notice page. Late submittals will NOT be accepted.

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 execution of the Contract. The County is implementing a new procedure for the handling of confidential information that is reflected in Article 26 of the sample contract included in this solicitation. Respondents must read and familiarize themselves with this Article before submitting a response.

PROFESSIONAL SERVICES CONTRACT

These SFQ documents contain a sample copy of the Professional Services Contract that the selected firm will enter into with Pima County. By submission of a proposal, each Firm will be certifying to the County that the contract 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 proposal that takes exceptions or proposes alternate language unacceptable to the County.

CONSULTANT SELECTION PROCESS

1. A "Consultant Selection Committee" will be comprised of members from the Department of Transportation, members from other departments or jurisdictions, and at least one member from a qualified professional services firm. This committee will review initial proposals, determine the highest ranked firms for the short-list/interviews, conduct interviews, and recommend a firm for contract award.
2. The County intends to negotiate fees for these services. If agreement cannot be reached with the highest ranked firm, the County then intends to enter into negotiation with the next highest ranked firm or firms or reject all proposals. Following the successful negotiation of fees, a contract will be recommended for award with the selected firm.
3. The Department will make an award recommendation to the Board of Supervisors based on the evaluation scores and a successful fee negotiation for services. The Departmental recommendation will be faxed to each participating firm prior to the Board of Supervisors agenda date for award. Selection of Consultants shall be at the discretion of Pima County and the County reserves the right to reject any or all qualification statements.

TENTATIVE SELECTION SCHEDULE

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

Pre-Submittal Meeting:	March 31, 2016
SFQ Proposals due:	April 21, 2016
Final List/Interview Notification:	May 16, 2016
Interviews:	May 24, 2016
Fee Negotiations:	June, 2016
Award by Board of Supervisors:	July 5, 2016
Final Contract and NTP:	July 12, 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 County.

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.

COST OF PROPOSALS

This solicitation does not commit the County 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.

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 the Pima County Procurement Code, Title 11, Chapter 11.12.030 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 F – Requirements for Statement of Qualification, Small Local Preference and Attachment 2 – Small Local Preference Certification Form.

END OF GENERAL INFORMATION

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

SOQs shall be bound on the left side. Suggested page count for proposals is a total of twelve (12) pages, not including requested Appendix materials. Front and back covers are optional and do not count in the suggested page limit. 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 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. 212916 and delivered to:

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

1. INTRODUCTORY LETTER

The cover letter shall not exceed two (2) pages. The letter shall be on company letterhead 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. 212916: Design Engineering Services: Kolb Road: Sabino Canyon Road to Sunrise Drive.** The letter must be signed by an authorized officer of the firm and should contain the following:

- An expression of the firm's interest in being selected for the Contract work.
- City and state of firm's corporate headquarters.
- A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract.
- A statement that the consultant currently maintains insurance in at least the minimum amounts of coverage required, and that Pima County and the Regional Transportation Authority will be *endorsed* as additional insured on General Commercial Liability policy. See requirements in the Sample Contract.
- Contact information regarding questions about the proposal. Include name, phone, fax and email.
- If different than the contact listed above, contact information of the person authorized to contractually bind the firm into a written contract. Include Name, Title, mailing address, phone, and fax.
- Confirmation that the information in the submission is current and accurate to the best of the signer's knowledge.

2. QUALIFICATIONS AND EXPERIENCE

In order to ensure that the constructed improvements meet the needs of the County, the public and our partners and stakeholders, it is essential that project teams possess the ability to:

- Instill a teamwork-oriented approach with collaborative decision making supported by facts and data, and facilitated to meet each partner/stakeholder's needs.
- Provide a thorough and comprehensive approach to Quality Control in order to ensure that mistakes are prevented and caught prior to Departmental reviews.
- Be proactive in risk management; develop and manage project costs and schedules reflecting known and unknown items and tasks; and incorporate discovered contingencies as project progresses.
- Develop and manage good ideas, building upon previously developed project concepts.
- Incorporate value engineering & constructability in completing project design.
- Understand the relationship between the design and environmental requirements to ensure that those major activities complement one another as envisioned by the Project's Design Concept Report and Environmental Assessment.
- Work closely with, help educate, and inform the public and at the same time segregate wants from needs.

With those key attributes in mind, the following criteria will be used in the evaluation of firms. Address each item in the order presented. The Statement for Qualifications shall include brief narratives describing the firm's qualifications and experience as it relates to each criterion.

A. Project Team Capabilities (30 points)

1. Introduce the team members (at all key professional levels) and identify the roles they will perform in support of the entire design duration for the project. Identify and describe the unique qualifications of the team members. Make special note of expertise in areas such as geometric design, drainage analysis and evaluations of small sites and localized drainage patterns, traffic including understanding accident patterns, causes and fixes, geotechnical, Subsurface Utility Engineering (SUE), survey, environmental, constructability, cost estimating, value engineering, etc. Demonstrate that key personnel assigned to the project possess current and valid State of Arizona professional registration in the discipline that corresponds to their team role. In an Appendix, submit resumes of project team's principals, project engineers, project managers, and sub-consultants stating certifications, training, and experience. Resumes shall be limited to 1-2 pages each.

B. Experience, Familiarity and Project Approach (62 points)

- 1 Describe the team's knowledge and understanding for developing and delivering projects. Specifically describe the team's understanding of the procedural requirements associated with development of the planning/design and environmental documentation, sequence of activities and submittals, review and processing requirements and authorization approvals of various phases and activities. (17 points)
- 2 Please describe the team's experience with projects in which additional funding is not available. Please explain how the team assisted and assured the overall project was able to be completed. (14 points)

NOTE: Projects used as examples of work similar to these projects shall be clearly noted if the work was done by individuals while employed with other firms.

- 3 Describe in detail previous projects which are similar in terms of scope, complexity, nature, funding, etc. In particular, please highlight special skills that have been developed, any particular lessons learned, and/or any procedural strategies that have been identified/developed to enhance delivery and expedite time frames. (17 points)
- 4 For the projects highlighted above, also describe in detail the firm's strategy for working with project stakeholders. For example, what specific strategies will be applied to coordinate/facilitate/encourage interagency involvement (e.g. - ADOT), utility coordination, drainage, access (residential and commercial), etc. for the project? What methodology will be used to evaluate the success and/or need to modify this strategy as necessary to assure the interaction is effective? (14 points)

C. Past Performance Evaluation – References 8 points):

- Provide the Consultant Performance Inquiry form (Attachment '2') to **THREE (3) references who can support your firm's qualifications.**
- **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 No. 212916.**
- 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 to ensure they submit the Consultant Performance Inquiry form by the deadline.** Late submittals will not be considered. References may be contacted for additional information.

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

E. 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. The City of Tucson's SBE Business Directory is available at <http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=90819> and contains the current listing of certified SBE firms that may potentially be used on this project. How the prime firm utilizes SBE firms from these lists and in what areas is completely at the prime firm's discretion. Any questions regarding the SBE Program or the Project Team Member Utilization form may be directed to the Pima County SBE Program Coordinator at (520) 724-3807.

F. 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.

INTERVIEWS (100 Points)

The County shall establish a short-list of at least three firms to advance to interviews. Interviews will be scored at 100 maximum points using the same general criteria as outlined above for the SFQ. If short-listed, a detail of the interview format and scoring will be provided.

SELECTION

The total score for the written proposal will be used as the Phase I evaluation/ranking score for each submittal and determination of the short-list for interviews. Should the Phase I (written proposal evaluation/ranking score) not result in identifying the top three scoring firms, a secondary evaluation/ranking phase shall be pursued using scoring from Past Performance/Reference Checks being added to the written proposal score to identify a Phase II evaluation/ranking score. Should the Phase II (written proposal evaluation/ranking score & past performance/reference checks) not result in identifying the top three scoring firms, a third evaluation/ranking phase shall be pursued using results of interviews of firms being added to the Phase II score to identify a Phase III evaluation/ranking score.



SAMPLE PROFESSIONAL SERVICES CONTRACT

PIMA COUNTY DEPARTMENT OF TRANSPORTATION	
PROJECT: Design Engineering Services for Kolb Rd: Sabino Canyon Road to Sunrise Drive (4KSCSR)	(stamp here)
CONSULTANT: <Consultant Name> <Consultant Address> <City, State Zip>	
AMOUNT: <\$Dollar Amount>	
FUNDING: RTA Impact Fees	

CONSULTANT SERVICES CONTRACT

THIS Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <Consultant>, hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Design Engineering Services for the Kolb Road: Sabino Canyon Road to Sunrise Drive 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. 212916, CONSULTANT was determined to be the most qualified for this Project, and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

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

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

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Design Engineering Services for the Kolb Road: Sabino Canyon Road to Sunrise Drive Project for the COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (2 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed <Estimate from Consultant (\$XX,XXX.00)>. CONSULTANT’S fees are as stated in **EXHIBIT B: CONSULTANT FEE 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. COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

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

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

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

ARTICLE 4 – INSURANCE

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

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

4.1 Minimum Scope and Limits of Insurance:

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

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

effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

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

4.2 Additional Insurance Requirements:

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

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

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

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

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

4.3 Notice of Cancellation:

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

4.4 Verification of Coverage:

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

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

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

4.5 Approval and Modifications:

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

ARTICLE 5 – INDEMNIFICATION

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

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

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

ARTICLE 6 – COMPLIANCE WITH LAWS

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

ARTICLE 7 – STATUS OF CONSULTANT

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

ARTICLE 8 – CONSULTANT'S PERFORMANCE

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

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

ARTICLE 9 – NON-WAIVER

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

it at any time is not an accord and satisfaction.

ARTICLE 10 – SUBCONSULTANT

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

ARTICLE 11 – NON-ASSIGNMENT

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

ARTICLE 12 – NON-DISCRIMINATION

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

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.

-
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
-

- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 18 – NOTICES

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

COUNTY:

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

CONSULTANT:

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

ARTICLE 19 – OTHER DOCUMENTS

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

ARTICLE 20 – REMEDIES

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

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – BOOKS AND RECORDS

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

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

ARTICLE 23 – DELAYS

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

ARTICLE 24 – DISPUTES

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

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

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 26 – PUBLIC INFORMATION

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

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents

of each page so marked. The index is a public record and should not include any information considered confidential.

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

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

ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

ARTICLE 28 – ENTIRE AGREEMENT

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

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

APPROVED:

CONSULTANT:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

APPENDIX “A”

SCOPE OF WORK

APPENDIX 'A' - SCOPE OF WORK

KOLB ROAD: SABINO CANYON ROAD TO SUNRISE DRIVE (4KSCSR)

This project consists of widening approximately 1.9 miles of Kolb Road between Sabino Canyon Road to Sunrise Drive from an existing two lane roadway to a three lane roadway in compliance with the 1997 Bond program. This effort will complete DOT-32. The roadway will contain multi-use lanes, drainage, landscaping, neighborhood screening and noise mitigation in accordance with the results of a traffic study. The median will be a two-way left turn lane.

During the term of this Contract, the engineering consultant shall perform professional services for the Pima County Department of Transportation (County) in connection with the above referenced project. The following tasks are organized and numbered to coincide as closely as possible with Chapter 3 of the *Design Process* identified in the 2013 Pima County Roadway Design Manual and updates as they are made available.

The services and information provided will include:

- Preparation of a Design Concept Report
- Preparation of Initial Design Phase Plans
- Preparation of Environmental Documents, coordination with preparation of Cultural Technical Documents (with CR&HP), and obtaining necessary approvals.
- Native Plant Survey
- Preparation of an Environmental Assessment and Mitigation Report
- Preparation of Final Design Phase Plans
- Preparation of Initial PS&E
- Preparation of Final PS&E
- SWPPP Document.

The development of the project will follow two phases; the *Conceptual Design Phase (Initial Design Phase and Final Design Phase)* and *PS&E Phase (Initial PS&E and Final PS&E)*.

- **Initial Design Phase.** The Consultant will develop a Project Design Concept Report and Initial Design Phase plans, which include basic typical sections and initial horizontal and vertical geometry. Work includes a Quality Control Review of the Initial Design Phase plans.
- **Final Design Phase.** The Consultant will address comments from the Initial Design Phase and develop an Environmental Assessment and Mitigation Report, along with developing Final Design plans per the checklist in Appendix 3-Q of the Design Manual, including plans of all major elements of the project. Work includes a Quality Control Review of the Final Design Phase plans and cost estimate. The Consultant will address comments from the Final Design Phase workshop so the plans will be at a level of detail such that the Detailed Design Phase of the project may proceed.
- **Initial PS&E Phase.** The Consultant develop Initial PS&E Phase plans per the checklist in Appendix 3-R of the Design Manual, including plans of all major elements of the project. Work includes a Quality Control Review of the Initial PS&E Phase plans, draft special provisions, and cost estimate.
- **Final PS&E Phase.** The Consultant will address comments from the Initial PS&E Phase and develop Final PS&E Phase plans per the checklist in Appendix 3-S of the Design Manual. Work includes a Quality Control Review of the Final PS&E Phase plans, special provisions, and cost estimate. Consultant will address comments from the Final Design Phase workshop so that the Sealed Construction Documents may be delivered.

The Plan Development and Review is as follows:

Initial Design Phase Package Assembly and Submittal Checkpoint Workshop. The Consultant will compile, assemble, reproduce, and distribute all Initial Design Phase deliverables identified as part of this task. When the submittal package is complete, an Initial Design Phase Submittal Checkpoint Workshop will be held for reviewers to analyze the total submittal package, verify that satisfactory progress is being made per guidance and previous direction provided, and that the individual project elements are all being integrated appropriately and effectively. At the workshop, recommendations and direction will be recorded and design work will continue to next phase.

Final Design Phase Package Assembly and Submittal Checkpoint Workshop. The Consultant will compile, assemble, reproduce, and distribute all Final Design Phase deliverables identified as part of this task. When the submittal package is complete, a Final Design Phase Submittal Checkpoint Workshop will be held for reviewers to analyze the total submittal package, verify that satisfactory progress is being made per guidance and previous direction provided, and that the individual project elements are all being integrated appropriately and effectively. At the workshop, recommendations and direction will be recorded and design work will continue to next phase.

Initial PS&E Phase Package Assembly and Submittal Checkpoint Workshop. The Consultant will compile, assemble, reproduce, and distribute all Initial PS&E Phase deliverables identified as part of this task. When the submittal package is complete, a Initial PS&E Phase Submittal Checkpoint Workshop will be held for reviewers to analyze the total submittal package, verify that satisfactory progress is being made per guidance and previous direction provided, and that the individual project elements are all being integrated appropriately and effectively. At the workshop, recommendations and direction will be recorded and design work will continue to next phase.

Final PS&E Phase Package Assembly and Submittal Checkpoint Workshop. The Consultant will compile, assemble, reproduce, and distribute all Final PS&E deliverables identified as part of this task. When the submittal package is complete, a Final Design Phase Submittal Checkpoint Workshop will be held for reviewers to analyze the total submittal package, verify that satisfactory progress is being made per guidance and previous direction provided, and that the individual project elements are all being integrated appropriately and effectively. At the workshop, recommendations and direction will be recorded and design work will continue to complete Final PS&E Package Assembly.

Final PS&E Phase Package Assembly, The Consultant will compile, assemble, reproduce, and distribute all Final PS&E Phase deliverables identified as part of this task. When the submittal package is complete, Pima County will verify that all Final PS&E Phase workshop comments have been addressed and approve plans for Final PS&E Package Assembly.

Final PS&E Package, The Consultant will compile, assemble, reproduce, and distribute to the County Procurement department all Sealed Construction Documents. This includes one hard copy and one digital copy.

END OF APPENDIX 'A'

APPENDIX “B”

COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

*****FOR INFORMATION PURPOSES ONLY, DO NOT SUBMIT WITH YOUR RESPONSE*****

END OF APPENDIX 'B'



**ATTACHMENT 2
SMALL LOCAL PREFERENCE CERTIFICATION FORM**

Complete and Return with Your Qualifications Statement

**Project Name: Design Engineering Services for
Kolb Road: Sabino Canyon Road to Sunrise Drive (4KSCSR)**

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: Design Engineering Services for Kolb Road: Sabino Canyon Road to Sunrise Drive (4KSCSR)

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, April 21, 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)
<p style="text-align: center;"><u>Exceptional</u></p> <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 <p style="text-align: center;"><u>Very Good</u></p> <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 <p style="text-align: center;"><u>Satisfactory</u></p> <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 <p style="text-align: center;"><u>Marginal</u></p> <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 <p>Unsatisfactory</p> <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