

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND
GLHN ARCHITECTS & ENGINEERS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of _____, 2013, between the Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district (the "District"), and GLHN Architects & Engineers, Inc., an Arizona corporation (the "GLHN").

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson"), entered into Contract No. 110207-03 dated July 29, 2011, as amended by that certain Amendment No. One (1) dated July 30, 2012 (collectively, the "On-Call Engineering Design Services Contract"), for GLHN to provide electrical and design services. A copy of the On-Call Electrical Engineering Design Services Contract, as amended, is attached hereto as Exhibit A, and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The District is permitted, pursuant to A.R.S. Section 11-952, and the Amended and Restated Intergovernmental Agreement between the City of Tucson, the City of South Tucson and the District, dated March 22, 2011, to purchase such services under the On-Call Electrical Engineering Design Services Contract, at its discretion and with the agreement of the awarded GLHN, and the On-Call Electrical Engineering Design Services Contract permits its cooperative use by other public entities including the District.

C. The District and GLHN desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the On-Call Electrical Engineering Design Services Contract, (ii) establishing the terms and conditions by which GLHN may provide the District with electrical and design services, as more particularly set forth in the Scope of Work set forth in Exhibit B hereto (the "Services"), related to the Tucson Convention Center Arena Renovation Project (the "Project"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and GLHN hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2014 or upon the completion of the Project, whichever is earlier (the "Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the On-Call Electrical Engineering Design Services Contract.

2. Scope of Work. The Scope of Work for this Agreement on the Project is set forth in Exhibit B hereto.

3. Compensation. The District shall pay GLHN, solely for the Services associated with the Project, an amount not to exceed \$150,000 at the unit rates as set forth in the On-Call Electrical Engineering Design Services Contract. Subsequent Phases for the Services shall be approved via Task Order or Amendment to this Agreement as deemed appropriate by the District.

4. Payments. The District shall pay GLHN monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the On-Call Electrical Engineering Design Services Contract, and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the On-Call Electrical Engineering Design Services Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that GLHN and its subcontractors are complying with the warranty under Section 6 below, GLHN's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any GLHN and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on GLHN's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of GLHN's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the District to audit Records as set forth in this Section, GLHN and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to GLHN pursuant to this Agreement. GLHN and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Section. The District shall give GLHN or its subcontractors reasonable advance notice of intended audits. GLHN shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, GLHN and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). GLHN's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

7. Conflict of Interest. This Agreement may be canceled by the District pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Pima County, Arizona.

9. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep GLHN fully informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the District governing board fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the District and GLHN shall be relieved of any subsequent obligation under this Agreement.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any District-approved Work Orders, invoices and the On-Call Electrical Engineering Design Services Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the On-Call Electrical Engineering Design Services Contract (collectively, the "Unauthorized Conditions"), other than the District's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the District of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the On-Call Electrical Engineering Design Services Contract shall not alter or relieve GLHN from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the On-Call Electrical Engineering Design Services Contract, the District shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the On-Call Electrical Engineering Design Services Contract) for the purposes of the On-Call Electrical Engineering Design Services Contract.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the District shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the On-Call Electrical Engineering Design Services Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the District under this Agreement including, but not limited to, GLHN's obligation to provide the indemnification and insurance. In any event, GLHN shall indemnify, defend and hold harmless the District and each governing board member, officer,

employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or Services of GLHN, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"District"

Rio Nuevo Multipurpose Facilities District,
an Arizona tax levying public improvement district



Fletcher McCusker, Chairman

ATTEST:



Mark Irvin, Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

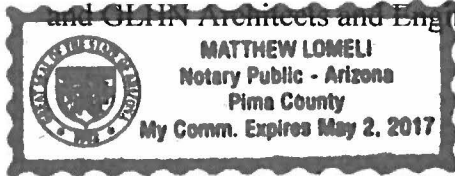
“GLHN”

GLHN Architects & Engineers, Inc.,
an Arizona corporation

By: Theodore C Moeller
Name: Theodore C Moeller
Title: Vice President

STATE OF ARIZONA)
) ss.
County of Pima)

On this, the 1 day of OCTOBER, 2013, before me, personally appeared THEODORE C. MOELLER, the VICE PRESIDENT of GLHN Architects & Engineers, Inc., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the foregoing Cooperative Purchasing Agreement between Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district, on behalf of the District, and GLHN Architects and Engineers, Inc., an Arizona corporation.



Matthew Lomeli
Notary Public

(Affix notary seal here)

**EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND
GLHN ARCHITECTS & ENGINEERING, INC.**

[On-Call Electrical Engineering Design Services Contract No. 110207-03]

(See Attached)



DEPARTMENT OF PROCUREMENT
DESIGN, CONSTRUCTION AND SERVICES CONTRACTING DIVISION

CONTRACT NO. 110207-03
On-Call Electrical Engineering Design Services

GLHN Architects & Engineers, Inc.
2939 E. Broadway Boulevard
Tucson, AZ 85716

Phone: 520.881.4546
Fax: 520.795.1822

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I. INTRODUCTION

This contract is issued pursuant to Request for Qualifications (RFQ) number 110207 issued to select up to three (3) qualified consultants to provide On-Call Electrical Engineering Design Services.

This is to establish nonexclusive "services-on-demand" retainer type professional service contracts. The contracts will be based on a negotiated hourly billing rate. A scope of work and a total not-to-exceed fee amount will be negotiated as each project arises. These contracts will reduce the administrative burden associated with multiple short form professional service contracts, provide adjunct consultant services to accelerate the design process, and furnish auxiliary construction administration for small projects.

Federal Transit Administration (FTA) funding may be used on selected projects. The FTA Terms and Conditions contained in Exhibit 3 will apply to those projects.

II. TIME OF PERFORMANCE

1. The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
2. Per project schedules shall be agreed upon prior to issuance of notice-to-proceed for each individual project.

III. FINANCIAL CONSIDERATIONS

1. In consideration of the services performed under this contract, the City shall pay the Consultant in accordance with hourly rates negotiated in EXHIBIT 2: FEE ESTIMATE SUMMARY. The level of effort required to complete each project along with any other direct expenses shall be negotiated prior to issuance of notice-to-proceed. Individual projects including all phases and sub-consultants shall not exceed \$ 100,000 unless the Director of Procurement or his designee approves a waiver prior to issuance of notice-to-proceed. The negotiated fee can be based upon cost plus fixed fee or lump sum.
2. Consultants shall not be reimbursed for normal business use mileage within Pima County. Work requiring travel outside of Pima County shall include reimbursement for travel and per diem expenses paid per current City of Tucson allowances. Vehicle

usage, lodging, and per diem expenses for out of town consultants must be identified and approved in the consultant's cost proposal.

3. Consultant shall consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the consultant's cost proposal.
4. The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.
5. The invoice shall be submitted monthly based upon work completed and direct costs incurred and shall include a ten percent (10%) retainage of the amount billed. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment and release of retention shall be made.
6. Direct expenses shall be paid at cost to consultant and shall include no markup.
7. The City will review fully documented requests for rate adjustment only after this contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract renewal.

IV. SPECIAL TERMS AND CONDITIONS

1. SOFTWARE COMPATABILITY: For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. INSURANCE PROVISIONS

COVERAGE AFFORDED

Worker's Compensation

Commercial General Liability
Insurance
Including:

- A. Products & Completed Operations
- B. Blanket Contractual

LIMITS OF LIABILITY

Statute

\$1,000,000 – Bodily Injury
Combined Single Limit
\$100,000 Property Damage

C. Premises-Operations-Personal Injury

Professional Liability	\$ 1,000,000 (Minimum)
Insurance (Errors and Omissions)	Combined Single Limit
(See Special Conditions)	

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

Comprehensive Automobile Liability	\$1,000,000 - Bodily Injury
Insurance including: non-owned, and	Combined Single Limit
Hired vehicles	\$100,000 Property Damage

SPECIAL CONDITIONS:

- A. THE CITY OF TUCSON WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES.
- B. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the City of Tucson, Department of Procurement, A/E Contracts Division, P.O. Box 27210, Tucson, Arizona 85726-7210.
- C. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.
- D. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City is exposed.
- E. Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

3. OTHER CONTRACTS: The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

4. COMPENSATION AND METHOD OF PAYMENT: In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

5. CITY OF TUCSON BUSINESS LICENSE: Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

6. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

7. FEDERAL TRANSIT ADMINISTRATION (FTA): Individual project may be funded by FTA. Any contract awarded pursuant to this RFQ will contain the FTA Terms and Conditions listed in Exhibit 3.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P. O. BOX 27210, TUCSON, AZ 85726-7210
DAN.LONGANECKER@TUCSONAZ.GOV

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CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

6. SMALL/MINORITY/WOMAN BUSINESS ENTERPRISE: Consultant agrees to give Small/Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.

7. CONFLICT OF INTEREST: Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

8. PROJECT AWARD: Individual Projects under this contract shall be awarded in any way deemed to be in the best interest of the City. The City may request proposals for individual projects under this contract prior to issuance of Notice to Proceed. The City shall not reimburse consultants for the cost of proposal preparation. Each project shall be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed.

V. STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE CONTRACT

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the offer.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract, the following definitions shall apply:

- a) **City** - The City of Tucson, Arizona, 255 W. Alameda, Tucson, AZ 85701
 - b) **Agency or User Department** - Used interchangeably to mean the City department or division responsible for managing the professional services contract for the project.
 - c) **Consultant or Firm** - Used interchangeably in referring to the architect, engineer, landscape architect, or land surveyor organization offering professional services to the City of Tucson.
 - d) **Evaluation Committee** - The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
 - e) **Joint Venture** - Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - f) **Contract** - The legal agreement executed between the City of Tucson, AZ and the Consultant/Firm.
 - g) **City Project Manager** - The City employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract. Also referred to as City Designated Contract Representative.
 - h) **Director of Procurement** - The contracting authority for the City of Tucson, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Tucson, AZ.
2. **NOTICE TO PROCEED:** The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
3. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the

books and records of Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this Contract and its scope of services.

4. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this architectural-engineering Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of architectural and/or engineering in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgement possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

5. **ADDITIONAL COMPENSATION**

The Consultant shall submit a written proposal and secure the City Director of Procurement's written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the City Director of Procurement's prior written approval of the proposed work and the fee therefor, the City will not consider payment of any sums other than those already set forth under this Contract.

6. **EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copywritable works resulting from this Contract shall become property of the City. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables, which may be created under this Contract, are the sole property of the City of Tucson. Property of the City shall not be used or released by the Consultant or any other person except with prior written permission by the City.

All designs, inventions, or other intellectual property, and any refinement, modification, or improvement on any design, invention, or other intellectual property, conceived, created, or first reduced to practice as part of, or a result of, and activity undertaken by the Consultant pursuant to this agreement, shall become the exclusive property of the City. It is the intent of this paragraph that the City shall have exclusive ownership of all intellectual property created as a result of this Contract. The Consultant shall cooperate with the City in securing patents, or other certificates of property rights, and shall make such assignments to the City as are needed to effect the purposes of this paragraph.

7. **DRAWING, STANDARD DETAILS, ETC.:** City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.
8. **ADVICE AND CONSULTATION:** The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions, which may arise during the course of this Contract.
9. **PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.
10. **TIME RECORDS:** The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.
11. **PROTEST PROCEDURE:** Should a firm believe that the City has not properly followed the selection procedures as outlined in the Tucson Procurement Code, the firm may file a protest as described in Article IX of the Tucson Procurement Code.

A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Department of Procurement before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:

- a) The name, address, and telephone number of the protestor;
- b) The signature of the protestor or its representative;
- c) Identification of the solicitation number;
- d) A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- e) The form of relief requested.

12. CERTIFICATION: By signature in the offer section of the Offer page, Consultant certifies:

- a) The submission of the offer did not involve collusion or other anti-competitive practices.
- b) The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c) The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- d) Consultant certifies by signing that if a design is required for this project, the design being furnished will contain no specifications for tropical hardwood excluded from consideration of purchase by the City of Tucson. A list of tropical hardwood may be obtained from the City's Department of Procurement. Consultants knowingly violating the tropical hardwood restriction may be barred from any further contracting with the City of Tucson.
- e) The Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.

13. TERMINATION OF CONTRACT:

- a) The City may terminate this Contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- b) If the termination is for the convenience of the City, the City shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- c) If the termination is for failure of the Consultant to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the City.

- d) If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.
- e) The rights and remedies of the City provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

14. SUSPENSION OF WORK:

- a) The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- b) The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by the City of any of the rights herein.

15. ARBITRATION: It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

16. INDEPENDENT CONSULTANT: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Consultant shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the City, and that such days do not accumulate for the use of same at a later date.

The City of Tucson will not provide any insurance coverage to Consultant, including Worker's Compensation coverage. The Consultant is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.

17. HUMAN RELATIONS: Consultant agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII, Section 28-138, Provision against discrimination required in all City contracts.

- 18. NON-EXCLUSIVE CONTRACT:** Any contract resulting from a solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 19. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 20. PATENT INFRINGEMENT:** The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

- 21. AFFIRMATIVE ACTION:** Contractor agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Sections 28-137 to 28-144, Affirmative Action by City Contractors. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the City's goals.

Specifically, the Contractor agrees to submit the following reports to the City's Office of Equal Opportunity Programs before contract award:

- a) A copy of their Federal EEO-1 Report, if Contractor was ever required to file one with the Federal Government;
- b) A completed City of Tucson Affirmative Action Questionnaire;
- c) An Affirmative Action Plan.

All such reports on file with the Office of Equal Opportunity Programs will be updated at least annually. The Office of Equal Opportunity Programs may for good cause recommend to the City's Director of Procurement that failure to comply with the requirements of this subsection be waived and that the offer be accepted **contingent** upon receipt of the required reports before a notice to proceed is issued.

22. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
23. **CONFIDENTIALITY OF RECORDS:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
24. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City amending. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.
25. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
26. **CONTRACT:** The Final Contract document shall be written and shall be based upon the Request for Qualifications and/or the Request for Proposal issued by the City, the offer submitted by the Consultant in response to the Request for Qualifications and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications and/or the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
27. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson City Charter and Code.

28. CONTRACT AMENDMENTS: The Procurement Department has the sole authority to:

- A) Amend the contract or enter into supplemental verbal or written agreements;
- B) Grant time extensions or contract renewals;
- C) Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Department of Procurement. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Department of Procurement through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 29. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 30. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 31. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 32. ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the City's Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The City shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the City's position within 15 days of receipt of written notice by the Consultant.
- 33. SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The

Consultant is responsible for contract performance whether or not sub-consultants are used. The City shall not unreasonably withhold approval and shall notify the Consultant of the City's position within 15 days of receipt of written notice by the Consultant.

34. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
35. **ACKNOWLEDGMENTS:** Consultant acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Consultant or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
36. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.
37. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
38. **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
39. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the City.

40. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of a Consultant or sub-consultant which is related to the performance of any contract as awarded or to be awarded.
41. **WORK SCHEDULE:** The Consultant shall adhere to any and all work schedules developed under this contract. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the City for review and approval. It shall be the sole option of the City to approve any such requests. The City shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
42. **FORCE MAJEURE:**
Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-consultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
43. **INSPECTION:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.
44. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

45. **BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
46. **PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:
- a) Army Corp of Engineers 404 Permit
 - b) ADOT Permits
 - c) Southern Pacific Railroad permits
 - d) Arizona Department of Water Resources dewatering permit
 - e) City of Tucson permits
 - f) Federal, State and City authorizations
 - g) ADEQ Permits
 - h) Agricultural and Horticultural permits
 - i) FAA permits
47. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to a solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
48. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
49. **SUBSEQUENT EMPLOYMENT:** The City may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
50. **MINORITY/WOMAN BUSINESS ENTERPRISE:** Consultant agrees to give Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
51. **PROJECT COMPLIANCE:** At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract. Therefore, the Consultant should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Consultant to alert the City of any deviation from this requirement. (Note: It is the Consultant's sole responsibility to ensure that they comply with all applicable Federal,

State and Local regulations. The inclusion of this list is for informational purposes only and is not intended to be all-inclusive).

FEDERAL:

- a) The Hazard Communication Act, CFR 1910-1200- handling hazardous materials
- b) Resource Conservation and Recovery Act, 42 USC 6901 et. Seq.- Hazardous waste disposal
- c) 36 CFR 800 -- Protection of Historical and Cultural Properties
- d) National Historic Preservation Act of 1966
- e) 23 CFR 771 -- Environmental Impact and Related Procedures
- f) Americans with Disabilities Act (ADA), PL 101-336
- g) Section 4(f) of the Department of Transportation Act
- h) Executive Order 11988 (Floodplain Management)
- i) FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
- j) FHPM 7-7-9 -- Air Quality Guidelines
- k) National Environmental Policy Act of 1969, 1973 and supplements
- l) Executive Order 11990 (Protection of Wetlands)
- m) Wild and Scenic Rivers Act of 1968
- n) Section 404 of the Clean Water Act of 1977
- o) Federal Farmlands Act of 1981
- p) FHWA Technical Advisory T6640.8m, "Guidance Material for the Preparation of Environmental Documents"
- q) Section 1424 (c) of the Safe Drinking Water Act (Sole Source Aquifer Review).
- r) 36 CFR 60 -- Determinations of Eligibility for Inclusion in the National Register of Historic Places
- s) Public Law -- 91-646 -- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- t) Wilderness Act of 1964, Public Law 88-577
- u) Arizona Desert Wilderness Act of 1990, Public Law 101-628
- v) Resource Conservation and Recovery Act (RCRA)
- w) Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
- x) Superfund Amendments and Reauthorization Act (SARA)
- y) Service, Integrated Resource Management (3rd Edition), August 1990
- z) Endangered Species Act
- aa) Other Authorities: OSHA, Occupational Safety & Health Administration
- bb) Other governmental authorities having jurisdiction over the design or implementation of the Project.

STATE:

- a) Arizona Revised Statutes (ARS) Title 34 Section 34-104 - Use of proprietary specifications
- b) ARS Title 41 Section 41-844 - Findings of subsurface archaeological remains
- c) ARS Title 34 Section 34-401 - Designing for the physically disabled
- d) Arizona Native Plant Law
- e) Arizona Historic Preservation Law

- f) State Water Quality Law
- g) ADOT Action Plan
- h) ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
- i) Noise Abatement Policy for State Funded Projects
- j) Arizona Environmental Quality Act (EQA)
- k) Hazardous Waste Management Act (HWMA)
- l) Underground Storage Tank Act of 1986

LOCAL:

- a) The Building Code of the City of Tucson
- b) Drainage Report and/or Grading Permit
- c) Industrial Wastewater Discharge Permit
- d) Native Plant Preservation Ordinance
- e) Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

52. **CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents that relate to the delivery of the services provided in this Contract. Consultant shall retain supporting documents, files, and records for at least five (5) years after the termination of this Contract.

53. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

54. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-397:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-397. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P. O. BOX 27210, TUCSON, AZ 85726-7210
DAN.LONGANECKER@TUCSONAZ.GOV

CONTRACT NO. 110207-03
PAGE 20 OF 22
CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

55. CHILD/SWEAT-FREE LABOR POLICY: The Consultant shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
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P. O. BOX 27210, TUCSON, AZ 85726-7210
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CONTRACT NO. 110207-03
PAGE 21 OF 22
CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

OFFER TO THE CITY OF TUCSON:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the City.

GLHN Architects & Engineers
Company Name

2939 E. Broadway Boulevard
Address

Tucson AZ 85716
City State Zip


Signature of Person Authorized to Sign

Theodore C. Moeller
Printed Name

Vice President
Title

ACCEPTANCE OF OFFER:


The Offer is hereby accepted.

The Consultant is now bound to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, scope of work, amendments, the Consultants Offer and subsequent negotiations, as accepted by the City.

This contract shall henceforth be referred to as **Contract No. 110207-03**. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 1st day of Aug, 2011.


As Tucson City Attorney and not personally

Awarded this 29th day of July, 2011.


Mark A. Neilhart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
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VI. EXHIBITS:

EXHIBIT 1 – SCOPE OF PROFESSIONAL SERVICES

EXHIBIT 2 – FEE ESTIMATE SUMMARY

EXHIBIT 3 – FTA TERMS AND CONDITIONS

EXHIBIT 4 – INSURANCE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



**DESIGN, CONSTRUCTION & SERVICES
CONTRACTING DIVISION**

**CONTRACT 110207
On-Call Electrical Engineering Design Services**

EXHIBIT 1 – SCOPE OF PROFESSIONAL SERVICES

SCOPE OF SERVICES CONTRACT 110207

I. INTRODUCTION:

PROJECT: Professional Electrical Engineering Services for Miscellaneous Projects

LOCATION: City of Tucson, various sites

FEE BASIS: Negotiated Hourly Billing Rates

VALUE OF CONTRACT: Individual project design fees shall not exceed one hundred thousand dollars (\$100,000). This fee limit may be exceeded only upon issuance of a waiver approved by the Director of Procurement.

PAYMENT FOR SERVICES:

Pay requests may be submitted monthly and will be certified for payment for services performed and approved by the Project Manager, consistent with City procedures.

CONTRACT OBJECTIVES:

To establish a nonexclusive "services-on-demand" retainer type professional services contract based on predetermined billing rates and a total not-to-exceed fee amount for each increment of service (project).

To reduce the administrative burden associated with multiple short form professional services contracts.

To allow the Architecture and Engineering Division (A&E Division), through its open-end professional services contracts, to complete jobs within specified timeframes.

To provide the A&E Division with adjunct consultant services to accelerate the design process and furnish auxiliary construction administration for miscellaneous projects.

ARTICLE 1: THE PROJECT

1.1 Design Criteria

1.1.1 Preliminary design program requirements for each project are compiled from information provided by the User Department(s). The Project requirements are not all-inclusive and are only presented in an effort to relate the general Project objective and the scope of the design problem. The Consultant shall use this data as a basis to establish the detailed project requirements and functional relationships required for development of a definitive project scope.

1.1.2 The basic project requirements that determine the design of the facilities shall be a product of the Consultant's detailed analysis and research of the needs and

requirements of the facility with direction provided by Architecture & Engineering Division and the User Department(s).

1.2 Goals and Objectives

- 1.2.1 Evaluate the existing facility for the feasibility of providing the expressed scope of the project. See 1.1.1, above.
- 1.2.2 Improve and expand the services of the User Department(s) and provide facilities functional for the staff and inviting to the public.
- 1.2.3 Prepare construction documents satisfying the functional requirements as described by the Architecture & Engineering Division Project Manager and the User Department(s) and confirmed by this Consultant, within the approved project scope and as attainable within the budgeted funds.

1.3 Project Budget

- 1.3.1 The Project Budget (budget) will typically be prepared to at least a preliminary level of confidence by the A&E Division Project Manager and the User Department(s).
- 1.3.2 If the design process under this Contract results in an increased budget, the individual project may or may not be delayed or canceled due to the change to the budget. The decision to delay or cancel or not will be made by the A&E Division Project Manager and the User Department(s). The design professional(s) performing work on specific projects may be compensated for the work completed.
- 1.3.3 The budget is to provide for the construction of the facilities and site improvements that are determined as the highest priority by the User Department(s). Some design modification may be necessary to provide an acceptable level of finished product for the budget provided.
- 1.3.4 All parties understand that the City of Tucson, as a public entity, has limited funds for each project. Therefore, City facilities are to be designed so that the completed facilities represent quality consistent with wise budget management.

ARTICLE 2: SCOPE OF PROFESSIONAL SERVICES

2.1 General Description

- 2.1.1 The basic services anticipated under this Contract are primarily modifications and renovations common to building construction and remodel projects as they relate to the Electrical and Control Systems. The typical types of projects and services anticipated are:
 - 2.1.2 Electrical system upgrades and renovations
 - 2.1.3 Basic electrical design
 - 2.1.4 Energy management and control system design

- 2.1.5 Lighting studies and estimates
- 2.1.6 Site lighting improvements
- 2.1.7 Recreational lighting improvements
- 2.1.8 Miscellaneous control systems wiring
- 2.1.9 Construction Administration of work designed under this contract
- 2.1.10 Electrical construction cost estimating
- 2.1.11 Other projects and services that may be requested under this Contract:
- 2.1.11.1 Damage assessments
- 2.1.11.2 Review and critique of designs and construction documents for electrical systems for major building projects
- 2.1.11.3 Preventative maintenance recommendations
- 2.1.11.4 Special analyses, evaluations and inspections
- 2.1.11.5 Associated architectural and engineering services that may be required to produce a complete functional and code compliant design.

2.2 Responsibilities and Requirements

- 2.2.1 The specific services being furnished during the life of this Contract shall be rendered by Engineers and/or Architects registered with the State of Arizona to practice in their particular field of endeavor. The professional and associated services provided shall be rendered by personnel pre-approved by the City, and shall be rendered promptly and diligently upon receipt of written Notice to Proceed for any or all of the services herein.
- 2.2.2 The City reserves pre-approval rights for any personnel substitutes.
- 2.2.3 Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and shall correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the City. Such responsibility shall be acknowledged by the sealing of all final documents submitted to the City.
- 2.2.4 Consultant shall be responsible for meeting the requirements of the City's latest Project Manager's manual. The latest version of the PM manual can be found at <http://cms3.tucsonaz.gov/sites/default/files/gsd/ac/pmmanual.pdf>
- 2.2.5 Consultant shall be responsible for meeting the requirements of the City's latest Standards manual. The latest version of the Standards manual can be found at <http://cms3.tucsonaz.gov/sites/default/files/gsd/ac/standards.pdf>
- 2.2.6 Consultant shall be available to accept new jobs for the City on an as-needed basis and be able to meet strict deadlines for the completion of those jobs. Unavailability to assume specific jobs, or inability to meet the City's schedule as required, may result in termination of individual contracts by the City.
- 2.2.7 Consultant understands and accepts that this is neither an exclusive Contract nor a commitment that services will be required by the City. The City reserves the right to Contract with other consultants and to request service assignments where the City solely determines that the situation justifies such other Contracts and service assignment.

- 2.2.8 Record Drawings: Consultant shall furnish A&E Division electronic copies (in Autocad and pdf) of the final detailed working drawings which reflect "as-built" conditions. These shall be submitted within thirty days of the Consultant's receipt of the Contractor's "red-line" set of drawings. Record drawings shall be prepared and provided to the City in conformance with A&E Division CAD Standards. Refer to A&E Division CAD Standards for description of drawing standards and deliverables which can be found in the Standards manual.
- 2.2.9 Submittal Requirements: All submittals made under this contract shall be in accordance with the latest version of A&E Division Design² and CAD Standards. The Consultant shall develop a Submittal Log and include the Log in the Specifications.
- 2.3 **Requirements for each Increment of Service (Project)**
- 2.3.1 Consultant shall prepare and submit a work schedule and a not-to-exceed fee proposal for the accomplishment of each Project. When requested the consultant shall provide an estimate of probable cost for the construction.
- 2.3.2 The Consultant shall not proceed with any service proposed prior to approval, in writing, by the A&E Division Project Manager. If authorized to proceed, the work proposal shall provide for the completion of the services within the specific number of calendar days in the schedule.
- 2.3.3 The Project Manager shall review the proposal and, if complete and acceptable, issue a written Notice to Proceed. The proposal shall become a part of this contract and all services provided under the proposal shall be done in accordance with the covenants and conditions of this Contract. The approved proposal fee for the services required shall be a not-to-exceed fee. Upon receipt of the Notice to Proceed, provide the specified services in a prompt and diligent manner.
- 2.3.4 The proposal shall include all services for design and construction administration, as applicable, and shall include all additional services and reimbursable expenses. Any fee amount over and above that on your proposal and the subsequent written Notice to Proceed requires issuance of an additional written proposal and Notice to Proceed. The City is not responsible for any Consultant fees over and above the amount(s) on the written Notice(s) to Proceed.
- 2.3.5 Confirm the Project Requirements with the A&E Division Project Manager and through Pre-Design conferences with interested parties. The City Project Management Team concerned with the development of the Project may include, but is not limited to, the following:
- 2.3.5.1 User Department Project Manager
 - 2.3.5.2 User Department Director or designated alternate
 - 2.3.5.3 A&E Division Project Manager
 - 2.3.5.4 Energy Manager
 - 2.3.5.5 Third party commissioning agent or testing firm
 - 2.3.5.6 Other attendees as needed

2.4 Work Schedule

2.4.1 Refer to A&E Division Design Standards.

2.4.2 Consultant shall prepare a work schedule in a format that shall present information in monthly increments (Or other increments as best fit the project schedule) as required for the accomplishment of the various tasks involved in providing professional services under this Contract and will include at a minimum:

2.4.2.1 The tasks which will satisfy each of the professional services required

2.4.2.2 The dates each task will start and finish

2.4.2.3 The dates of each design review meeting

2.4.2.4 Identification of elements that have a potential to hinder expected progress

2.4.2.5 The names of persons responsible for each task

2.5 Schedule I - Basic Design Services

2.5.1 Refer to A&E Division Design Standards.

2.5.2 Confirmation of Project Requirements: Confirm the requirements of the project with the A&E Division Project Manager and the User Department's representative(s).

2.5.3 Schematic Design: Carefully analyze the essentials of the approved project requirements. Prepare and present such schematic design drawings together with a general description of the Project. The documents prepared in response to this requirement will be reviewed by the General Services Department Staff and the User Department's representative. As the A&E Division Project Manager instructs, this step may be waived.

2.5.4 The Schematic Design submittal shall include CAD drawings indicating the area(s) in which construction is proposed, along with the requirements for anticipated investigations not in the original Project Requirements. Consultant shall submit an opinion of probable construction costs based on current unit costs for similar construction.

2.5.5 Design Development: The Design Development phase (DD) will proceed after written acceptance of the Schematic Design by the A&E Division Project Manager. Consultant will proceed with the Design Development, and prepare plans, elevations, sections and other drawings as required to firmly fix the Project in all its design essentials. Consultant will prepare all drawings indicating general locations and nature of all site improvements, provide an outline specification to establish the basic materials of construction, prepare a summary of the design features including energy measures incorporated in the design and an itemized construction cost estimate to enable the A&E Division Project Manager to appraise the economic value of the Project design to the City. Consultant shall submit these items in one package to the Project Manager for review and acceptance. As the A&E Division Project Manager instructs, this step may be waived.

- 2.5.6 Construction Documents: The Construction Document phase (CD) will proceed after written acceptance of the DD package by the A&E Division Project Manager. In the event of waiver of the DD phase, the A&E Division Project manager will instruct this Consultant regarding proceeding with Construction Documents. Consultant will proceed with the CDs as follows:
- 2.5.7 Prepare working drawings and specifications for the construction of the facilities described in the accepted DD documents. Consultant shall leave room on all CD drawings, in the bottom right-hand part of each sheet, for plan approval stamps.
- 2.5.8 Submit these drawings to the Project Manager for review, comment and acceptance when they are about 60% complete. A different percentage may be agreed upon by the A&E Division Project Manager and this Consultant.
- 2.5.9 Submit plans and specifications to the Project Manager for review, comment and acceptance when they are about 95% complete. A different percentage may be agreed upon by the A&E Division Project Manager and this Consultant.
- 2.5.10 Complete detailed working drawings and specifications. All final documents shall be prepared by such methods and be of such quality of workmanship as will permit:
- 2.5.10.1 Review for approval for building permit
- 2.5.10.2 The making of satisfactory reproductions for efficient execution of the construction work
- 2.5.10.3 Recording "as-built" red-lines in the field by the construction contractor and revising as necessary for record purposes.
- 2.5.11 Stipulate the number and types of material and/or equipment tests as approved by the A&E Project Manager.
- 2.5.12 Complete a Code Review Analysis, Building Permit Application and Plan Review Record for submission to the City of Tucson Development Services Department, and obtain approvals and permits from all governmental authorities having jurisdiction over the project upon acceptance of the final plans, specifications and supporting documents by the A&E Division Project Manager.
- 2.5.13 Remain informed and current regarding all submittal requirements of each Authority Having Jurisdiction (AHJ) that has jurisdiction over plan approval for building permitting. Recognizing that some AHJs may change depending on project locations, each design consultant is expected to remain current on, at a minimum, submittal requirements for the Development Services Department of the City of Tucson and the Development Services Division of the Pima County Public Works Department.
- 2.5.14 Closely monitor and follow-up on the Building Permit application (plans, specifications, and supporting documents) as required to ensure the application does not expire by limitation (UBC Sec. 304 (c)). Consultant shall request an extension of the time for action on the application, if necessary, to comply with the expiration of plan review limitation. Consultant will be responsible for making modifications to the plans, specifications and supporting documents as required to obtain required building permit approval(s).

- 2.5.15 Prepare an opinion of the probable construction costs for the base bid and alternates to the base bid when final designs, details, working drawings and specifications are accepted by the City. Submit three (3) sealed copies of the final opinion of the probable construction cost to the Project Manager.
- 2.5.16 Evaluation of Budget and Cost of the Work:
- 2.5.16.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Consultant shall update and refine the preliminary estimate of the Cost of the Work. The Consultant shall advise the A&E Division Project Manager of any adjustments to previous estimates of the Cost of the Work whether because of changes in project requirements or general market conditions. If, at any time, the Consultant's estimate of the Cost of the Work exceeds the project budget, the Consultant shall make appropriate recommendations to the A&E Division Project Manager to adjust the project's size, quality or budget, and the A&E Division Project Manager and the Using Department(s) shall cooperate with the Consultant in making such adjustments.
- 2.5.16.2 Evaluations of the Project budget, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant, the A&E Division Project Manager and/or the Using Department(s) have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.
- 2.5.16.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies for design, bidding and price escalation to allow for changing environment conditions of the cost of construction.
- 2.5.16.4 If an increase in the Contract Sum occurs after execution of the Contract between the City and the Construction Contractor and causes the budget to be exceeded, any budget adjustments are the responsibility of the City. The City expects this consultant to cooperate with the City and the Construction Contractor in reaching good budget decisions.
- 2.5.16.5 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the A&E Division Project Manager, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

- 2.5.16.6 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the A&E Division Project Manager and Using Department shall:
- 2.5.16.6.1 Give written approval of an increase in the budget for the Cost of the Work; or
- 2.5.16.6.2 Authorize re-bidding or renegotiating of the Project within a reasonable time; or
- 2.5.16.6.3 Terminate in accordance with contract provisions contained in Standard Terms and Conditions, Section 13; or
- 2.5.16.6.4 Cooperate in revising the project scope and quality as required to reduce the Cost of the Work.
- 2.5.16.7 If the City chooses to proceed under Clause 2.5.16.6.1 or 2.5.16.6.2, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible under this Contract as necessary to comply with the budget for the Cost of the Work.
- 2.5.17 The Consultant is required to include the design services for geo-technical engineering when required.
- 2.5.18 This Consultant is required to obtain written approval for all necessary permits for construction, including as necessary, but not limited to:
- 2.5.18.1 Federal Stormwater Quality National Pollutant Discharge Elimination System (NPDES)
- 2.5.18.2 Environmental Protection Agency (EPA)
- 2.5.18.3 National Environmental Policy Act (NEPA)
- 2.5.18.4 Arizona Department of Environmental Quality (ADEQ) (Aquifer Protection Permit)
- 2.5.18.5 Pima County Department of Environmental Quality (PDEQ) (Air Quality Permit)
- 2.5.18.6 Pima County Waste Water Management (Industrial Wastewater Control Permit).
- 2.5.19 Consultant shall prepare Stormwater Pollution Prevention Plans (SWPPP) for construction activities and on-going operational and maintenance activities where required.
- 2.5.20 Design, construction and operation shall comply with the City 's Municipal Stormwater NPDES Permit as issued by the EPA.
- 2.6 Schedule II - Services during Bidding and Construction**
- 2.6.1 Consultant agrees to render the following professional services promptly, diligently and in accordance with A&E Division Standards upon receipt of written Notice to Proceed with the services in Schedule II herein:
- 2.6.2 Construction Contract Administration: The Construction Contract Administration phase will proceed after receipt of written acceptance by the A&E Division Project Manager of the construction documents. Consultant shall provide

administration of the construction contract between the owner and the contractor as set forth below. Consultant shall:

- 2.6.2.1 Print and distribute contract documents to bidders, issue addenda following approval by A&E Division, and review requests for approval of alternative products.
- 2.6.2.2 Assist in obtaining competitive bids and in the analysis and evaluation of the bids or proposals received for the award of a construction contract based upon the plans and specifications completed under this Contract.
- 2.6.2.3 Serve as the Construction Administrator by:
 - 2.6.2.3.1 Providing day-to-day administration of the Construction Contract
 - 2.6.2.3.2 Acting as the agent of the City to the extent provided in the Construction Contract documents, hereby incorporated by reference, and
 - 2.6.2.3.3 Advise and consult with the A&E Division Project Manager concerning the progress and quality of the Work.
 - 2.6.2.3.4 Attending regular Progress meetings for the project
 - 2.6.2.3.5 Preparing minutes of all progress meetings attended and supplying the Project Manager, Using Department Representative and Contractor with electronic copies within three working days.
 - 2.6.2.3.6 Providing advice and interpretation of the plans and specifications
 - 2.6.2.3.7 Responding to any questions which may arise before and during the course of construction until the Project receives final acceptance by the City
 - 2.6.2.3.8 Reviewing all shop drawings, working drawings, sketches, product details, samples, etc., submitted by Construction Contractor(s) or suppliers of material and equipment for conformance with project design and compliance with the construction documents
 - 2.6.2.3.9 Maintaining records and copies of submittals supplied by the Construction Contractor(s)
 - 2.6.2.3.10 Providing copies of the submittals to the City upon completion of the project
- 2.6.2.4 Prepare such supplemental drawings and Change Orders with supporting documentation and data as deemed necessary for the City's approval and execution. Consultant shall not authorize the Construction Contractor(s) to proceed with **any** change in the Project without a written, **fully** executed Change Order. Consultant may authorize minor changes in the Work which involve neither additional costs nor extensions of time and which are not inconsistent with the intent of the Construction Documents but are rather an interpretation, correction for field conditions, or clarifications.
- 2.6.2.5 Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and shall correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the City.
- 2.6.2.6 Consultant shall assist in preparation of completion reports including Certificate of Substantial Completion, punch list and record (as-built)

drawings, administer all Requests for Information and preparation of Change Orders, Consent of Surety and evaluate the Construction Contractor's payment requests.

- 2.6.2.7 Consultant shall coordinate owner training in equipment and facility operation.

2.6.3 Field Administration:

- 2.6.3.1 Field administration shall be furnished by:
2.6.3.2 Consultant and Sub-Consultants for the construction of the Project until sixty days after final acceptance by the City
2.6.3.3 This Consultant making not less than weekly periodic visits to the site so as to be thoroughly familiar with the progress and with the quality of the Work and to determine whether, in Consultant's opinion, all phases of the Work conform with the Construction Documents and the most recently revised and approved operational schedule
2.6.3.4 Sub-Consultants making periodic visits to the site to thoroughly familiarize themselves with the progress and with the quality of the Work and to determine whether, in their opinion, all phases of the Work conform with the Construction Documents and the most recently revised and approved operational schedule
2.6.3.5 Informing the A&E Division Project Manager or Construction Coordinator of defects and deficiencies observed in the executed work on the basis of the Consultant's or Sub-consultant's on-site observations as an architect/engineer
- 2.6.4 Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Construction Contractor's work, but shall make such on-site observations which are commensurate with the progress of the Project.
- 2.6.5 Consultant shall schedule and conduct weekly meetings to discuss construction progress and construction administration issues, verify work schedules and notify the A&E Division Project Manager or Construction Coordinator of any possible problems and/or conflicts.
- 2.6.6 The frequency may be increased or decreased according to the progress of the Project and the project schedule. Such variations of frequency may be made only with the agreement of both the User Department Representative and the A&E Division Project Manager or Construction Coordinator.
- 2.6.7 Consultant shall conduct any additional meetings as required to deal with critical issues throughout construction that may affect the project.
- 2.6.8 Consultant is required, on a weekly basis, to review the Contractor's as-built set of drawings and verify they are current.
- 2.6.9 Consultant shall maintain a diary recording observations of the activities related to the Project including weather conditions, nature and location of work being performed, equipment on site, trades on site, materials stored on site, problems

encountered, work accomplished, and verbal instructions and interpretations given to the Construction Contractor. The diary shall be available for review by the Project Manager and will be provided to the Project Manager upon completion of construction. Consultant shall photograph any problems and/or conflicts and maintain an on-going, 3-ring binder of the photographs labeled with dates, who consulted regarding the problem/conflict, and the nature of the problem or issue.

- 2.6.10 Materials And Equipment Testing: A&E Division will provide an independent testing agency to make investigations and tests which have been previously authorized by the A&E Division Project Manager to safeguard compliance with the contract documents. Consultant shall prepare and maintain a project testing log and will report all non-conformities of materials, equipment and workmanship to the Project Manager in writing, within three (3) days after the observation and again after correction is made. Consultant shall monitor the testing and initial operation of mechanical and electrical equipment, report marginal or doubtful areas of conformance with the contract documents, in writing, to the Project Manager and furnish all professional services in support of proper operation. Consultant shall also review, submit for revision to the testing agency with notes/comments as required, approve and forward to the City, all pay applications from the testing agency.
- 2.6.11 Payments For Construction: Consultant shall review requests by the Construction Contractor for partial and final payments for all phases of construction, submit to the Construction Contractor instructions for any required revisions, issue certification for payment to the City Construction Coordinator and maintain a record of Contractor payment applications.
- 2.6.12 Certificate Of Substantial Completion: Consultant shall prepare the Certificate of Substantial Completion, punch list report and a recommendation for acceptance of the Project, each at the appropriate time of Construction progress.
- 2.6.13 Duration Of Construction Contract Administration Services: The Consultant shall provide basic Construction Contract Administration services until sixty days after final acceptance by the City. Consultant shall provide services as required to meet final completion and shall coordinate permanent utility hook-up. Consultant shall conduct a warranty review meeting at the site with the contractor just prior to the end of the warranty period.

2.7 Reimbursable Expenses

- 2.7.1 An allowance may be made for the Consultant to obtain other work and/or services as required by the Project, which may include, but is not limited to:
- 2.7.2 Printing: An allowance will be provided for the reproduction of the Project Documents; including one set of the Mylar transparent Record Drawings ("as-built" drawings) and electronic media as required in the A&E Division AutoCAD Standards.
- 2.7.3 Travel Costs And Expenses: An allowance will be provided for expenditures made by the Consultant or his employees in the interest of the Project for

transportation and living when traveling out of Tucson in direct connection with the Project and for long distance calls and overnight mailings. All such travel shall be at the City's established per diem rates and shall have the prior approval of the A&E Division Project Manager.

ARTICLE 3: CITY-FURNISHED SUPPORT SERVICES

3.1 General

For purposes of aiding the Consultant in the performance of the obligations under this Contract, the City shall furnish the Consultant, upon request, all relevant data in the City's possession and shall direct City officers, agents, and employees to render all reasonable assistance to the Consultant in connection with the Consultant's performance under this Contract. The provision of such aid, assistance, information or services as the Consultant receives from the City shall in no way relieve the Consultant from obligations under this Contract including any obligation to screen information, which the Consultant incorporates into the design.

3.2 Support Services

3.2.1 The City will:

3.2.2 Assign a Project Manager who shall be the representative of the A&E Division and the staff person responsible for the day-to-day coordination and administration of all matters pertaining to Consultant's fulfillment of the terms of this Contract.

3.2.3 Assign a Construction Coordinator who shall be the representative of the A&E Division and the staff person responsible for the day-to-day coordination and administration of all matters pertaining to Consultant's fulfillment of the terms of this Contract while the project is in construction.

3.2.4 Compensate The Consultant in accordance with the terms, conditions and schedules as described in **ARTICLE 4**.

3.2.5 Provide basic design criteria and scope of services required for each Project in sufficient detail to enable the Consultant to provide a not-to-exceed proposal within the required timeframe for provision of the requested services.

3.2.6 Provide, upon the Consultant's request, available information pertinent to the Project. It must be noted that the present information on file may be outdated and may lack accuracy. This information will require the Consultant's field verification to ensure accuracy.

3.2.7 Provide reasonable access to and make all provisions for Consultant's entry to public and private property as the Consultant requires to perform services.

3.2.8 Review, comment on, and provide final acceptance of all studies, reports, sketches, drawings, specifications, proposals and other documents Consultant presents, within a mutually agreed upon time, so as to not delay Consultant's services. Such reviews, comments, and acceptances by the City shall not be

deemed to be for review of the technical accuracy of this consultant's work, which responsibility shall be this consultant's under this Contract, but shall be for monitoring progress, clarifying User Department questions, certifying payments, determining that Consultant's work complies with the overall Project requirements, and meets an acceptable standard of care.

- 3.2.9 Provide personnel knowledgeable with regard to existing site and systems to accompany this consultant during orientation and data collection tasks as necessary and by mutual agreement.
- 3.2.10 Conduct a Consultant Performance Evaluation at the completion of each Project. These evaluations will be utilized by the City in determining the feasibility of contract extension as provided for herein.
- 3.2.11 Materials Testing: The City will provide for materials testing to include provisions for the soils and construction materials testing services required during construction of the Project, as required. This provision does not include testing by Mechanical or Electrical Contractors prior to putting equipment into service or prior to approval of the installation by the Authority Having Jurisdiction.
- 3.2.12 Bear all costs incident to City's compliance with the requirements of this Article.

ARTICLE 4: FINANCIAL CONSIDERATION

4.1 Compensation and Method of Payment

- 4.1.1 For performance of the services described herein, the City shall pay the Consultant based on the negotiated hourly billing rates which include overhead, profit and all other costs associated with performing services under this Contract. The Consultant's negotiated billing rates will be used by the Consultant in developing the "not-to exceed" proposal amounts for each Project submitted for approval to the A&E Division Project Manager. Consultant shall not commence any work until the proposal is approved and a Notice to Proceed is issued for that portion of the Project.
- 4.1.2 Consultant's proposal shall include all necessary consultant services for the performance of each Project, to include, as applicable: programming, site development, basic design services, services during bidding and construction, additional services and reimbursable expenses.
- 4.1.3 Progress payments will be made consistent with City procedures and in compliance with A&E Division procedures. The Consultant shall prepare Pay Requests for the amount representing the actual value of the services rendered and submit these forms to the Project Manager for approval and processing.
- 4.1.4 Schedule I - Basic Design Services: Progress payments will be made consistent with the percent of work complete for each payment period. Final payment for Schedule I services may be made when approval is received, in writing, for issuance of all required building permit(s).

- 4.1.5 Schedule II - Services During Bidding and Construction
- 4.1.5.1 The Consultant shall prepare Pay Requests for submittal to the Project Manager for professional services rendered as of the first day of each calendar month in terms of the estimated percentage of bidding or construction services completed as of the end of the previous month.
- 4.1.5.2 Final payment for bidding services may be made after the construction contract is awarded.
- 4.1.5.3 Final payment may be made when the construction contract is declared satisfactorily accomplished, "as-built" Record Drawings have been forwarded to and approved by the City, and copies or originals of all final, approved and required documents have been received by the City.
- 4.1.6 Additional Services: The City shall pay the Consultant only the authorized amounts for the complete performance of each of the required additional services.
- 4.1.7 Reimbursable Expenses (which are all not-to-exceed allowances): Pay Requests shall be submitted with documentation of incurred expenses for reimbursement as approved expenses are incurred but are not to exceed the amount agreed upon by the Consultant and the City.

ADDITIONAL SERVICES (if required)

Consultant may be requested to include the following services:

Electrical Design:

This service shall include the design of mechanical systems incidental to the Project.

Civil/Structural Design:

This service shall include the design of civil/structural systems incidental to the Project.

Architectural Design:

This service shall include architectural design incidental to the Project.

Landscape Architectural Design:

This service shall include landscape architectural design incidental to the Project.

Graphics:

This service shall include the design of graphics incidental to the Project.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



**DESIGN, CONSTRUCTION & SERVICES
CONTRACTING DIVISION**

**CONTRACT 110207
On-Call Electrical Engineering Design Services**

EXHIBIT 2 – FEE ESTIMATE SUMMARY

FEE ESTIMATE SUMMARYDATE: Jun-11PROJECT: COT OE/Electrical Engineering ProjectsPREPARED BY: J. EllsworthCONTRACT NUMBER: RFQ No. 110207EFFECTIVE DATE: Jun-11PRIME CONTRACTOR: GLHN

CONTRACT TIME: _____

CONTRACT TYPE: _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 148%	Profit 10%	Billing Rate
1	GLHN	Principal	\$67.55	\$99.97	\$16.75	\$184.28
		Project Manager	\$56.49	\$83.61	\$14.01	\$154.10
		Senior A/E	\$45.88	\$67.90	\$11.38	\$125.16
		A/E	\$42.95	\$63.57	\$10.65	\$117.17
2	GLHN	Designer	\$34.05	\$50.39	\$8.44	\$92.89
		CADD	\$22.10	\$32.71	\$5.48	\$60.29
		Prof Level I	\$12.48	\$18.47	\$3.10	\$34.05
		Clerical	\$17.42	\$25.78	\$4.32	\$47.52
3						
4						

Formulas

(A) Direct Labor Rate

(B) Overhead @ 148 % x (A)(C) Profit @ 10 % x (A+B)

(D) Billing Rate (A+B+C)

FEE ESTIMATE SUMMARY

PROJECT: On-Call Electrical Engineering Services DATE _____

PREPARED BY: _____ CONTRACT NUMBER 110207

EFFECTIVE DATE _____ PRIME CONTRACTOR _____

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>170</u> %	Profit <u>10</u> %	Billing Rate
1	ConformaTech ↓	A/E (Geotechnical Engineer)	32.00	54.40	8.64	95.04
2		Prof Level I (Field/Lab Tech)	15.00	25.50	3.05	43.55
3		Prof Level II (Special Inspector)	20.00	34.00	5.40	59.40
4						

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



DESIGN & CONSTRUCTION CONTRACTING DIVISION

**DESIGN, CONSTRUCTION & SERVICES
CONTRACTING DIVISION**

**CONTRACT 110207
On-Call Electrical Engineering Design Services**

EXHIBIT 3 – FTA TERMS AND CONDITIONS

**FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS**

*****RFQ 110207****

FEDERAL TRANSIT ADMINISTRATION TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

- Federal Disclaimer to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Access to Third Party Contract Records
- Prohibitions Against Exclusionary or Discriminatory Specifications
- Changes to Federal Requirements
- Termination Provisions (Contracts exceeding \$10,000)
- Civil Rights Requirements
- Requirements for Disadvantaged Business Enterprises (DBEs)
- Incorporation of FTA Terms
- Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold (\$100,000):

- Report, record retention, and access provisions
- Buy America requirements
- Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
- Lobbying Requirements
- Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
- Clean Water Requirements
- Clean Air Requirements

Non Construction Activities

- Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operational contracts (excluding transportation services) in excess of \$100,000)

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- ADA Access
- Assignability Clause
- Seat Belt Use
- Text Messaging While Driving

Certifications

**Buy America
Lobbying**

**Protest Procedures For Federal Transit Administration Funded
Projects**

**City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded
Projects**

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the City of Tucson and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by the City of Tucson. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may

be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records (*Form FTA Master Agreement MA (17) dated October 1, 2010*)

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Tucson agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA (17) dated October, 2010 between the City of Tucson and FTA*), as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C. Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** The City Of Tucson may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City Of Tucson to be paid the Contractor. If the Contractor has any property in its possession belonging to the City Of Tucson, the Contractor will account for the same, and dispose of it in the manner the City Of Tucson directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City Of Tucson may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City Of Tucson that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City Of Tucson, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** The City Of Tucson in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City Of Tucson's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from the City of Tucson setting forth the nature of said breach or default, the City of Tucson shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Tucson from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that the City of Tucson elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Tucson shall not limit the City of Tucson's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. **Termination for Convenience (Professional or Transit Service Contracts):** The City of Tucson, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Tucson shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for

default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Tucson, protect and preserve the goods until surrendered to the City of Tucson or its agent. The Contractor and the City of Tucson shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Tucson may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Tucson resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Tucson in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Tucson, acts of another Contractor in the performance of a contract with the City of Tucson, epidemics, quarantine restrictions, strikes, freight embargoes; and

- b. the contractor, within ten [10] days from the beginning of any delay, notifies the City of Tucson in writing of the causes of delay. If in the judgment of the City of Tucson, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Tucson shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor 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 City of Tucson.

- 9. **Termination for Convenience or Default (Architect and Engineering):** The City of Tucson may terminate this contract in whole or in part, for the City of Tucson's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City of Tucson, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Tucson may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Tucson.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

- 10. **Termination for Convenience or Default (Cost-Type Contracts):** The City of Tucson may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Tucson or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Tucson, or property supplied to the Contractor by the City of Tucson. If the termination is for default, the City of Tucson may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Tucson and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City of Tucson, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Tucson determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Tucson, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The Contractor agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. **Nondiscrimination in Federal Public Transportation Programs:** The Contractor agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. **Nondiscrimination – Title VI of the Civil Rights Act:** The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.
- c. **Equal Employment Opportunity.** The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other

applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 23 & 26

1. The Federal Fiscal Year goal has been set by the City Of Tucson In an attempt to match projected procurements with available qualified disadvantaged businesses. The City Of Tucson goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City Of Tucson as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23& 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, It will be clearly stated In the Legal Documents and Specifications, and If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- a. Policy - It Is the policy of the Department of Transportation and the City Of Tucson that Disadvantaged Business Enterprises, as defined in 49 CFR Parts 23 & 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or In part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 & 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 & 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

It is further the policy of the City Of Tucson to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the City Of Tucson procurement activities are encouraged.

- b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 & 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the contractor noncompliant and in breach of contract.
- d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the City Of Tucson DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City Of Tucson and will be submitted to the City Of Tucson upon request.
- e. The City Of Tucson will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- a. Disadvantaged business "means a small business concern":
 - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

 - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- c. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the City of Tucson's requests which would cause the City of Tucson to be in violation of the FTA terms and conditions.

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over \$25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding \$100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of \$100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Of Tucson. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the City Of Tucson. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the City Of Tucson shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Of Tucson, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City Of Tucson and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City Of Tucson is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City Of Tucson, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City Of Tucson.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with Implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights In Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course

of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:
1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"
 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements - 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, the City of Tucson agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage In Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the City of Tucson agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing,

Instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Certifications

**BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED
PRODUCTS**

(To be submitted with each bid or offer exceeding \$100,000)
(To be signed and submitted by the bidder/offeree)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding \$100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**Protest Procedures For Federal Transit Administration Funded
Projects**

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.
2. A protest shall include:
 - A. The name, address, and telephone number, including FAX number if available, of the protestor;
 - B. The signature of the protestor or authorized representative;
 - C. Identification of the contract/solicitation;
 - D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - E. The form of relief requested.
3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:
 - A. The items to be procured are urgently required;
 - B. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
8. FTA will only entertain a protest that alleges:
 1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- A. Include the name and address of the protestor.
- B. Identify the grantee, project number, and the number of the contract solicitation.
- C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.
- D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



**DESIGN, CONSTRUCTION & SERVICES
CONTRACTING DIVISION**

**CONTRACT 110207
On-Call Electrical Engineering Design Services**

EXHIBIT 4 - INSURANCE

Client#: 26507

70GLHNARC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Great Insurance Group 5285 E. Williams Cir. Ste 4500 Tucson, AZ 85711 520 881-5760	CONTACT NAME: PHONE (A/C, No, Ext): 520 881-5780 FAX (A/C, No): 520 798-2421 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED GLHN Architects & Engineers, Inc. 2939 E. Broadway Tucson, AZ 85716	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Cincinnati Insurance Company</td><td>02445</td></tr> <tr> <td>INSURER B:</td><td>Tower Insurance Co. of New York</td><td>44300</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company	02445	INSURER B:	Tower Insurance Co. of New York	44300	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		EBP0030380	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPL'ES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY			EBP0030380	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS			Ded \$250			\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB			EBP0030380	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000
	EXCESS LIAB						AGGREGATE \$1,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WGN0001907	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: RFQ 110207-03

City of Tucson Dept of Procurement, A/E Contracts Division are listed as Additional Insureds as their
(See Attached Descriptions)

CERTIFICATE HOLDER City of Tucson Dept. of Procurement, A/E Contracts Division P.O. Box 27210 Tucson, AZ 85726-7210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cody Ritchie
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ACORD 25 (2009/09) 1 of 2 The ACORD name and logo are registered marks of ACORD
 #S683138/M664948

70PQC

DESCRIPTIONS (Continued from Page 1)

Interest may appear per written contract. This form is subject to all policy terms, conditions and exclusions.

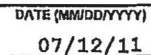
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS
INCLUDING COMPLETED OPERATIONS – VICARIOUS LIABILITY**

This endorsement modifies the Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of:
- a. your ongoing operations for the additional insured; or
 - b. "Your work" for the additional insured and included in the "products – completed operations hazard".
- B. With respect to the Insurance afforded to these additional insureds, the following additional exclusions apply:
- This Insurance does not apply to:
1. "Bodily injury," "property damage" or "personal and advertising injury" resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.
- "Vicarious liability" as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.
2. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- C. The limits of Insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible Insurance available to the additional insured whether that Insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this Insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other Insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E. All other terms and conditions of this policy remain unchanged.



A-81

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
TREASURY DIVISION - LICENSE
Expiration Date: December 31, 2011



Non-Transferable

0159495

**MUST BE DISPLAYED IN A
CONSPICUOUS PLACE**

Privilege License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to
revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: **GLHN ARCHITECTS & ENGINEERS**

Located At: **2939 E BROADWAY, TUCSON AZ 85716**

Effective: **January 01, 2011**

Please refer to license number in all correspondence.

By

Kelly Rottschall
Finance Director

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
265 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4126
ISSUE DATE: July 26, 2012

CONTRACT NO.: 110207-03
CONTRACT AMENDMENT NO.: One (1)
PAGE 1 OF 1
TS
CONTRACT OFFICER: Dan Longenecker

THIS CONTRACT IS AMENDED AS FOLLOWS:

Contract 110207-03

ON-CALL ELECTRICAL ENGINEERING DESIGN SERVICES

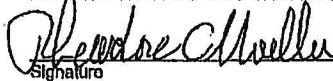
Amendment One (1)

ITEM ONE (1): RENEWAL

Pursuant to the contract, Section II: Time of Performance (1), Contract No 110207: On-Call Electrical Engineering Design Services is hereby renewed for the period August 1, 2012 through July 31, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 07/26/12
Signature Date

Ted Moeller, PE, LEED AP, Dir. of Electrical Engineering

Typed Name and Title

GLHN Architects & Engineers, Inc.

Company Name

2939 E. Broadway Blvd.

Address

Tucson AZ 85716

City State Zip

tmoeller@glhn.com

Email Address

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 30 DAY
OF July, 2012 AT TUCSON, ARIZONA.


for Mark A. Nelhart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally



PO Change Order

City of Tucson
255 W Alameda - P.O. Box 27210
Tucson, AZ 85726

Page 1 of 1
PO Date: 08/03/2011
Change Order Date: 07/30/2012

V E N D O R	Vendor ID: 0287865 Phone: (520) 881-4546 Fax: (520) 795-1822 GLHN ARCHITECTS & 2939 E. Broadway Blvd. Tucson, AZ 85716-5311	Change Order Number 1 Blanket PO Number 35396 ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.
	S H I P T O	

Requisition Number	Contract Number	FOB	Terms	Delivery Date
	110207-03,			0 Days ARO

Catalog: Engineering Services - Engineering Services

Item	Description	Quantity	Unit Price	Amount	Sales Tax	Total
2	CONTRACT 110207-03: ON CALL ELECTRICAL ENGINEERING SERVICES. PER CONTRACT AMENDMENT NO 1 CONTRACT IS RENEWED FOR THE PERIOD OF AUGUST 1, 2012 THROUGH JULY 31, 2014.		0.00	0.00	0.00	0.00
Previous PO Total: \$0.00				New PO Total: \$0.00		

If this purchase order is associated to a contract, the contract's terms and conditions shall apply. Otherwise, by accepting this order, vendor agrees to all terms and conditions posted on http://www.tucsonprocurement.com/bidders_landc.aspx. Terms and conditions are incorporated by reference as through fully set forth herein. Terms and conditions are also available by calling (520) 791-4217 for a mailed copy.

(Rev. 4/27/2009) PO_CHG_S.rpt

DEL

Dan Longanecker
Contract Officer

(520) 837 - 4125
Phone

**EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND
GLHN ARCHITECTS & ENGINEERING, INC.**

[Scope of Work/Project Narrative and Fees]

(See Attached)



CITY OF
TUCSON
GENERAL SERVICES
DEPARTMENT

GLHN ARCHITECTS & ENGINEERS, INC.
REQUEST FOR CONSTRUCTION DOCUMENTS AND
CONSTRUCTION ADMINISTRATION FEE PROPOSAL
AUGUST 19, 2013

Project:
A&E No.:

Rio Nuevo TCC Arena Renovations
7128-RN

Please provide a Construction Document and Construction Administration fee proposal for the following project description and scope of work. Fee proposal to include hourly rate, hours per task and updated Project Schedule.

Site: Tucson Convention Center (TCC) - Arena
260 South Church Avenue
Tucson, AZ 85701

Project Description:

- Renovations to the existing Arena at the TCC.
- Rio Nuevo approved scope of work based on Pre-Design Construction Cost Estimate.

Scope of Work:

1. Fee based on Rio Nuevo approved scope of work from Pre-Design Construction Cost Estimate, see enclosed.
2. Completion of Pre-Design / Schematic Design drawings through permitted Construction Documents and Specifications.
3. Include design coordination with all mechanical, plumbing, electrical, structural, audio / visual and communications systems.
4. Coordination with separate bid packages if applicable.
5. Site visits necessary to complete field verification, Construction Documents and Specifications.
6. Attend design meetings as needed to complete contract documents.
7. Coordinate design and contract documents with phased construction and the TCC event schedule.
8. Arc flash study per City of Tucson requirements.
9. Design Development (DD) and Construction Document (CD) submittal based on attached list of requirements.
10. Attend and participate in DD and CD Design Review meetings with City of Tucson Facilities Management. Respond to City comments and coordinate responses with contract documents and consultants.
11. DD Design Review meeting will occur at the completion of the DD drawings.
12. CD Design Review meeting will occur at the 90% completion of the CD drawings.
13. All other submittals to meet the COT Project Manager's Manual standard.

ARCHITECTURE & ENGINEERING DIVISION
P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-5111 • FAX (520) 791-5389 • TTY (520) 791-2639
www.cityoftucson.org

14. Construction Administration throughout the duration of the project until project close-out.
15. Construction Administration to include but not limited to submittal reviews, responding to RFIs, preparation of Proposal Requests and ASIs, construction field observations including field reports, and attendance and assistance with Preconstruction meeting.
16. Attend weekly Construction Administration meetings throughout the duration of construction as needed.
17. Review of General Contractors Requests for Payments based on GMP.
18. Coordination of Substantial Completion and Project Close-out.
19. Attend, participate and coordination of two year warranty walk-through.

Additional Services: Include line items for the following items. If included in your base fee, note in your scope and fee narrative.

- As-builts per COT Standards
- Public Meetings
- Renderings

AN ESOP COMPANY

DAVID C. GRIGSBY, AIA
BRIAN G. HAGEDORN, AIA
ROGER B. HARVEY, PE
HENRY W. JOHNSTONE, PE
JOHN C. MCGANN, PE
THEODORE C. MOFFIT, PE
WILLIAM I. NELSON, PE

September 4, 2013

CITY OF TUCSON
Architectural and Engineering Division
4004 South Park Avenue
Tucson, AZ 85741

Attention: Elaine Weaver, Project Manager

Reference: TCC Arena Renovations- Rev. 2
Electrical/Telecommunications/Event Lighting and Sound System

Subject: Draft Scope of Work
Engineering Design Services
Electrical/Telecommunications/Event Lighting and Sound System

Ms. Weaver:

Enclosed is our Draft Scope of Work for your review and comment. Our Draft Scope of Work is based on our discussion at the meeting held at the Swaim Associates, LTD office on July 24, 2013 and the teleconference meeting of August 29, 2013. The Scope of Work also incorporates the materials sent to us by Swaim Associates, LTD which includes the following:

- Cost Narrative – Parts I & II (dated 5/24/13)
- Renderings associated with the Cost Narrative
- Construction Packages Cost Estimate Summary (Draft) (dated 7/24/13)

In general, **GLHN Architects & Engineers, Inc. (GLHN)** will enter into a contract with the City of Tucson to design electrical improvements/modifications (lighting and power) to specific existing areas. One exception is the Arena house lights (hi-bay lighting) directly over the arena floor area. **GLHN** will also address revisions to specific telecommunication features and specific fire alarm system revisions/modifications. Spendiarian & Willis Acoustics & Noise Control, LLC (SWA & NC) will provide services as a Sub-Consultant to **GLHN**. SWA & NC will be responsible for product selection and installation design related to the Arena event lighting and Arena sound system. **GLHN** will incorporate their design as a **GLHN** plan set for power and telecommunication requirements. Minor plumbing and mechanical revisions / modifications / additions will be incorporated by **GLHN** as specifically noted in the enclosed scope of work.

Elaine, please do not hesitate to contact myself or Paul Norine with any questions regarding our Draft Scope of Work. We look forward to working with you on this project.

Sincerely,
GLHN Architects & Engineers, Inc.


John Gomez III
Senior Electrical Designer
jgomez@glhn.com

JG3 : cma

Attachments

xc: TCM, PWN, JEE, EGA



GLHN ARCHITECTS & ENGINEERS, INC.
2939 E Broadway Blvd
Tucson, AZ 85716
T 520.881.4546
F 520.795.1822
GLHN.com

GLHN

SCOPE OF WORK

GLHN is tasked with providing engineering services to upgrade lighting within the Tucson Convention Center Arena (TCCA) and to upgrade power facilities at specific locations within the arena. Also to provide Information Technologies Services for specific facilities to be installed as a part of the project renovations. The specific tasks descriptions that follow are areas identified as included by Elaine Weaver (City of Tucson Project Manager) at a scope of work meeting held at the offices of Swalm Associates, Ltd on July 24, 2013. Additional references are made to the City of Tucson (City) approved document entitled "Tucson Convention Center Arena Renovations & Improvements Cost Narrative - Parts I & II" (Concept Document) dated May 24, 2013.

SEATING AND SEAT LIGHTS

The City will issue a separate procurement package for new seats to replace the existing seats. The new seats will include lighting to replace the existing seat lighting. GLHN will provide oversight services only to review and advise the City regarding lighting ampere values with respect to existing lighting ampere values and the possible affect on existing circuits that the new seat lights will be connected to.

SCOREBOARDS

The two existing scoreboards will be replaced as a part of the project. Only the South new scoreboard will have video display capabilities. The scoreboards will be furnished by the City for Contractor installation. GLHN will assist with review of product descriptions to determine power and data requirements for the scoreboards.

ELECTRICAL POWER UPGRADES

The following general areas are to be modified, added to, or replaced based on the project requirements.

- Extend power raceway capabilities from existing power source to beyond the end of the retractable bleachers at the arena floor.
- Replace the 400 Amp company switch for lighting.
- Replace the 200 Amp company switch for the Audio System.
- Provide new 200 Amp company switch with isolation transformer.
- Provide new 400 Amp company switch with isolation transformer for new Event Lighting System
- Provide power upgrades at the concession stands for such items as digital menu boards, new fryers, hot dog heater, etc. The concession stands are not being renovated with regards to food preparation improvements.
- Power for the display cases in the breezeway area.
- Power outlets for "vendor carts" along the South wall only of the existing breezeway area.
- Power to new hand dryers for each of the restrooms within the arena, the restrooms adjacent to the Office Administration area, mezzanine area, North exhibit hall area, and both sides of the arena.
- Power outlet at the bottom of the main stairs to the lower corridor.
- Power outlet for a flat screen monitor to be mounted to a new wall covering the back of the retractable bleachers.
- New power distribution to a new proposed Special Event Lighting System.

LIGHTING

The following general areas are to be modified, upgraded, or replaced based on the project requirements.

- The existing breezeway lighting will be replaced with new lighting as described in the Concept Document.
- New signage will be added at the concession stands and other specific areas as indicated in the Concept Document.
- New signage at the arena main entry area to the breezeway will include the relocation of the existing message board and lighting for two monument areas.
- New lighting over proposed kiosks.
- Revise the existing lighting within each of the concession stands included in the project area, new lighting along the proposed soffit area, and new signage lighting.
- New lighting for each of the project restrooms.
- New lighting along the lower corridors which includes new soffits to mitigate the view of existing electrical and mechanical distribution equipment in the open ceiling area.
- General house lighting (defined as the acoustical tiled ceiling area) units are to be replaced with efficient lighting units.
- New lighting beneath the skylights in the breezeway area.
- Replace the existing lighting units in the tunnel connecting the arena and exhibit space.

EVENT LIGHTING SYSTEM

- S & W Acoustics, as a Sub consultant to **GLHN**, will be responsible for the design, product selection, performance criteria, and performance testing of a new, modern theatrical lighting system. The new system will be controlled and operated by new digital controls with remote capability. The new system will be integrated with the existing house lighting system. **GLHN** will incorporate the new product design into the construction documents. The system will be interconnect to the existing fire alarm panel and to the House Lighting Control panel to raise the lighting level should the house lights be in a dimmed condition during a fire alarm event.

ARENA AUDIO SYSTEM

- S & W Acoustics, as a Sub consultant to **GLHN**, will be responsible for the design, product selection, performance criteria, and performance testing of a new, modern Audio System to replace the existing audio system. The new system will be controlled and operated by new digital controls with remote capability. The new system will replace the existing sound system. The new audio system will be integrated with the building fire alarm control system and the building Information Technology (IT) systems. **GLHN** will incorporate the new product design into the construction documents.

QUALIFICATIONS – DESIGN SERVICES

1. The final design effort and subsequent construction documents are affected by clarification of the following items.
 - a. COT determines prior to commencing the design efforts which level of product is to be used as the basis design regarding the new theatrical lighting system and the new audio system.
 - b. The final disposition of the existing dimming system.

- c. Refinement of the power and lighting requirements for the proposed breezeway Kiosks and Vendor Carts. Also the quantity of Kiosks and/or Vendor Carts for which new power and lighting is to be provided.
 - d. Agreed upon design schedule and number of milestone deliverables.
2. Correct and current electrical load data is critical for proper determination of utilization of existing power circuits. We recommend the installation of ampere recording devices to obtain current electrical load data for specific circuits. The devices and the installation-removal of the devices can be completed by **GLHN**. The task effort would be added to the scope of work if authorized.
 3. The existing circuitry conduit and wire systems are of adequate size and rating and condition to properly serve new upgrades, modifications, or renovations to existing facilities of the project.
 4. **GLHN** is not responsible for the lighting of the arena bowl stair isles to NFPA 101 10 footcandles requirement for stairs. New seats and seats adjacent to the stair isles are being installed under a separate contract.
 5. Project floor plans and elevations will be furnished to **GLHN** by Swalm Associates. The files will be in AutoCADD format.
 6. Management of the project and overall coordination of the project deliverables will be by Swalm Associates. Swalm Associates is to receive and distribute all milestone deliverables to the appropriate recipients.
 7. The scope of work is based on the project construction documents being a single package and not for multiple bid packages.
 8. No electrical facilities are required for the new privacy arena curtain.

EXCLUSIONS – DESIGN SERVICES

- No estimate of construction of any kind is included in the scope of work.
- The plans will not be in Revit format.
- Modification to, replacement of, or addition to the Hi-Bay lighting system over the arena floor.
- Modifications to, replacement of, or addition to the existing security system.

CONSTRUCTION ADMINISTRATION SERVICES

GLHN is tasked with providing engineering Construction Administration Services (Post Design Services) related to the construction phase of the TCC Renovations. The construction phase is for the upgrade of lighting within the Tucson Convention Center Arena (TCCA) and to upgrade power facilities at specific locations within the arena. Also to provide Information Technologies Services for specific facilities to be installed as a part of the project renovations.

PLAN PERMIT PROCESS

Appropriate **GLHN** personnel will be available to address any questions that may arise during the Plan Permit Process phase. Tasks may include responding to Development Services questions or revising selected plans to address the question. The actual submittal of the construction documents to Development Services for the plan review is to be by Swalm Associates Ltd.

CONTRACTOR SUBMITTAL REVIEW

Appropriate **GLHN** personnel will review the formal product and/or equipment technical submittals by the construction Contractor. Submittal packages include but not limited to such items as:

- Arena theatrical lighting system
- Arena audio system
- Power equipment
- Lighting for the concession stands, breezeway area, restrooms, general circulation lower corridor, general house lighting, etc.
- Conduit, wire, devices related to the electrical upgrades.
- New fryers, hot dog heaters, digital menu boards, etc. for compliance of intent with the construction documents.
- Review of the new hand dryers proposed for the restrooms for compliance of intent with the construction documents.

SITE VISITS – OBSERVATION OF CONSTRUCTION

Appropriate **GLHN** personnel will visit the site three times during the entire construction phase to Observe and Report the general construction installation for compliance of intent with the construction documents.

SITE MEETINGS

Appropriate **GLHN** personnel will be available to attend one regularly scheduled construction progress meeting per month. The personnel will be in attendance to be available as a resource to contractor questions that may arise during the construction phase.

REQUEST FOR INFORMATION

Appropriate **GLHN** personnel will address contractor requests for information by reviewing the RFI content, researching the issue, and preparing a response to the RFI on a timely basis. The response may be a clarification narrative, clarification sketch, revised plan sheet, or an Architectural Supplemental Information providing direction.

SUBSTANTIAL COMPLETION SITE VISIT

Appropriate **GLHN** personnel will perform a walk-through of the facility to determine if the construction installation is at Substantial Completion. An observation report will be prepared identifying construction items requiring attention to bring them to Substantial Completion.

FINAL PUNCH SITE VISIT

Appropriate **GLHN** personnel will perform a walk-through of the facility to determine if the construction installation has properly addressed the deficiency items identified in the report prepared for the Substantial Completion. An observation report will be prepared identifying construction items on the Substantial Completion report as being completed, identifying items still requiring attention, and adding any new items to the Final List that need to be addressed to bring them to a true completion.

CLOSEOUT PROCEDURE

GLHN will prepare closeout documents that include:

- Review and comment on the Contractor's submittal for the electrical Owner & Maintenance Manual to assure proper information is contained in the manual.
- Review and comment assuring Contractor warranties and guarantees are properly addressed.
- Review and comment on the Contractor's field "as-built" plan submittal to determine if it is complete and proper. The Contractor's field as-built plans are to include physical changes to installed components and conduits, marked changes to the plans reflecting responses to RFI's, and ASI's.
- **GLHN** will revise the original construction documents to incorporate the Contractor's approved field as-built plans.
- **GLHN** will provide the COT with a hard copy of the revised plans designated "As-Built" and an electronic copy in PDF format and the AutoCAD files of the "As-Built" plans.

END OF SCOPE OF WORK



BILLING RATE: COT STANDARD 2013

PROJECT: Rev 2 TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ

DATE: September 4, 2013

GLHN DISCIPLINE	TOTAL HOURS by DISCIPLINE	TOTAL \$ by DISCIPLINE
SEATING AND SEAT LIGHTING	0	\$0.00
SCOREBOARD	61	\$4,876.31
DESIGN DEVELOPMENT	539	\$41,839.32
CONSTRUCTION DOCUMENTS	296	\$23,093.47
BIDDING/PERMITS	10	\$993.44
CONSTRUCTION ADMINISTRATION	129	\$11,387.07
	0	\$0.00

1035 \$82,189.61

TOTAL GLHN SERVICES

\$82,189.61

CONSULTANTS	TOTAL HOURS	TOTAL \$
S & W Lump Sum	0	\$17,000.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00

GLHN CONSULTANT MARKUP 5%

TOTAL CONSULTANT SERVICES (WITH MARKUP)

\$17,850.00

DIRECT EXPENSES	TOTAL \$
PER DIEM	\$0.00
AUTO RENTAL	\$0.00
FUEL	\$0.00
PRINTING	\$0.00
SHIPPING	\$0.00
PHONE/FAX	\$0.00

TOTAL DIRECT EXPENSES

\$0.00

TOTAL FIXED FEE

\$100,039.61

PROJECT: Rev 2 - TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ
DATE: Sept. 04, 2013

TASK HOURS BY STAFF TYPE

Subtotal Hours by Staff Type	0	0	1	0	35	0	0	25	0
Billing Rate by Employee Type	184	154	125	117	93	93	93	60	48
Amount Billed by Employee Type (\$)	\$0.00	\$0.00	\$125.16	\$0.00	\$3,251.15	\$0.00	\$0.00	\$1,500.00	\$0.00

9/4/2013

BILLING RATE: COT STANDARD 2013

PROJECT: Rev 2 - TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ

DATE: Sept. 04, 2013

DISCIPLINE: ELECTRICAL

TASK HOURS BY STAFF TYPE

TASK#	TASKS	Principal	Project Manager (PE)	Project Engineer (PE) II	Project Engineer (PE) I	Engineering Designer II	Engineering Designer I	Engineering Technician	CADD Technician	Clerical
1	Field inventory - power					20			20	
2	Field inventory - lighting					20			20	
3	Coordination with CMAR			1		4				
4	Project coordination with stakeholders			2		10				
5	Project meetings with project team			3		12				
6	Arena seats - Separate Fee Item									
7	Scoreboards - Separate Fee Item									
8	electrical power upgrades	0		3		40			60	0
9	Lighting modifications	0		3		50			60	0
10	Special event lighting coordination & design	0		2		20				0
11	Arena audio system coordination and design	0		3		20			29	0
12	Construction document common sheets	2		2		40			69	
13	general meetings					6				6
14	Specifications					6				6
	THIS IS DESIGN DEVELOPMENT ONLY									
	Subtotal Hours by Staff Type	2	0	19	0	248	0	0	258	12
	Billing Rate by Employee Type	184	154	125	117	93	93	93	60	48
	Amount Billed by Employee Type (\$)	\$368.56	\$0.00	\$2,378.04	\$0.00	\$23,036.72	\$0.00	\$0.00	\$15,480.00	\$576.00

Total Hours by Discipline 539

Total Amount by Discipline (\$) \$41,839.32

BILLING RATE: COT STANDARD 2013

PROJECT: Rev 2 - TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ

DATE: Sept. 04, 2013

DISCIPLINE: ELECTRICAL

TASK HOURS BY STAFF TYPE

TASK#	TASKS	Principal	Project Manager (PE)	Project Engineer (PE) II	Project Engineer (PE) I	Engineering Designer II	Engineering Designer I	Engineering Technician	CADD Technician	Clerical
1	Field inventory - power									
2	Field inventory - lighting									
3	Coordination with CMAR			2		6				0
4	Project coordination with stakeholders			2		6				0
5	Project meetings with project team					6				0
6	Arena seats - Separate fee item									0
7	Scoreboards - Separate fee item									
8	electrical power upgrades	0		0		25			30	0
9	Lighting modifications	0		0		30			30	0
10	Special event lighting coordination & design	0		2		10			10	0
11	Arena audio system coordination and design	0		2		10			12	6
12	Construction document common sheets	2		2		20			40	
13	general meetings					4				
14	Digital Signage			1		18			20	
	THIS IS CONSTRUCTION DOCUMENT									

Subtotal Hours by Staff Type	2	0	11	0	135	0	0	142	6
Billing Rate by Employee Type	184	154	125	117	93	93	93	60	48
Amount Billed by Employee Type (\$)	\$368.56	\$0.00	\$1,376.76	\$0.00	\$12,540.15	\$0.00	\$0.00	\$8,520.00	\$288.00
Total Hours by Discipline	296								
Total Amount by Discipline (\$)	\$23,093.47								

PROJECT: Rev 2 - TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ
DATE: Sept. 04, 2013

DISCIPLINE: ELECTRICAL

[illegible]

Subtotal Hours by Staff Type	0	0	2	0	8	0	0	0	0
Billing Rate by Employee Type	184	154	125	117	93	93	93	60	48
Amount Billed by Employee Type (\$)	\$0.00	\$0.00	\$250.32	\$0.00	\$743.12	\$0.00	\$0.00	\$0.00	\$0.00

Total Hours by Discipline 10

Total Amount by Discipline (\$) \$993.44

BILLING RATE: COT STANDARD 2011

PROJECT: Rev 2 - TCC Renovation - Power Upgrades and Lighting Revisions - Tucson, AZ

DATE: Sept. 04, 2013

DISCIPLINE: ELECTRICAL

TASK HOURS BY STAFF TYPE

TASK#	TASKS	Principal	Project Manager (PE)	Project Engineer (PE) II	Project Engineer (PE) I	Engineering Designer II	Engineering Designer I	Engineering Technician	CADD Technician	Clerical
1	Pre-const meeting - kickoff			1		2				0
2	Submittal Reviews			2		20				0
3	Work Observation Site Visits (bi-weekly; 6 Mo.)					12				0
4	Attend construction progress meetings (1 per Mo. For 6 Mo.)					12				0
5	Respond to RFI's			2		25			12	0
6	Substantial completion site visit					6				0
7	Final Punch site visit					4				0
8	O & M Manual Review					4				0
9	Review/approve Contractor's refined As-Built plans					8				0
10	GLHN Final As-Built plans; PDF, Hard Copy; CD, and AutoCADD Files on CD	0		1		6			12	
	THIS IS CONSTRUCTION ADMINISTRATION									
	Subtotal Hours by Staff Type	0	0	6	0	99	0	0	24	0
	Billing Rate by Employee Type	184	154	125	117	93	93	93	60	48
	Amount Billed by Employee Type (\$)	\$0.00	\$0.00	\$750.96	\$0.00	\$9,196.11	\$0.00	\$0.00	\$1,440.00	\$0.00

Total Hours by Discipline 129

Total Amount by Discipline (\$) \$11,387.07