



**NOTICE OF REQUEST FOR QUALIFICATIONS - SOLICITATION NUMBER RN2016-10-28
PROFESSIONAL DESIGN SERVICES FOR
CATERPILLAR SURFACE MINING AND TECHNOLOGY OFFICE**

Notice is hereby given that Rio Nuevo Multipurpose Facility District, hereinafter referred to as “the District”, is conducting a TWO-STEP process to select a consultant for design of a new 150,000 square foot (approximately) office building for Caterpillar Surface Mining and Technology Division Office. The tasks include basic design services, services during bidding and construction, and additional services. The estimated construction budget for this project is \$39,000,000. The District anticipates using the Construction Manager at Risk (CM at Risk) for construction of this project. The District has selected Swaim Associates, LTD., to act as the Project Manager on behalf of the District.

The District invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms’ qualifications and experience with similar projects (Step 1). Up to SIX (6) firms determined to be best qualified will then be invited to participate in a presentation/interview (Step 2) with the highest rated firm then entering into contract negotiations with the District.

A complete copy of this RFQ and possible amendments may be obtained from our website at: www.rionuevo.org. Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 623-7336, or a copy may be picked up during regular business hours at the Rio Nuevo District office. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Project Manager no later than five days prior to the submittal due date. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will not be considered.** The District reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

SUBMITTAL DUE DATE: November 18, 2016 at 4:00 PM (AZ Time)
SUBMITTAL LOCATION: Rio Nuevo District
400 West Congress, Suite 152
Tucson, AZ 85701

QUESTIONS SHALL BE DIRECTED TO: Phil Swaim, AIA
Project Manager
520-326-3700
pswaim@swaimaia.com
Swaim Associates LTD.

Phil Swaim, AIA
Name, Title

10/28/16 and 11/4/16
Publish Dates

SCOPE OF SERVICES

INTRODUCTION

PROJECT: Caterpillar Surface Mining and Technology Office
Rio Nuevo Solicitation # RN2016-10-28

PROJECT DESCRIPTION:

150,000 square foot, four to five story office building for Caterpillar Surface Mining and Technology Division Office, to be built on District owned property located near Cushing Street and the Santa Cruz River, of approximately 8 acres.

PROJECT SCHEDULE:

Selection of the Design Team Consultant is to be completed prior to the end of December 2016.
Construction Documents are to be completed to allow for phased construction to begin in June 2017.
Construction is to be completed first quarter of 2019.

It is the District's intention to initiate RFQ's for one Architectural team for the design and one CM at Risk for construction of this project.

The design and construction team will be required to closely work together as it will be the teams responsibility to define, monitor and stay within the project budget and schedule.

Contracts for the Design Services and Construction Services will be executed separately. However, the Consultant will be working jointly with the selected Contractor to:

- Ensure constructability prior to the negotiated GMP,
- Conduct Value Engineering,
- Maintain Budget controls,
- Maintain Schedule controls.

PROJECT BUDGET:

Construction Cost has been estimated at approximately \$39,000,000.

The Architectural Program Statement, as submitted by the District and confirmed by the Architect will provide a more accurate measure to determine probable construction cost. Construction Documents and Project Building will reflect site improvements that can be completed for the budgeted amount.

The Consultant's Design fees will be determined by negotiation after the Consultant Selection ranking process is completed in accordance with A.R.S. § 34-603. The final Project Construction Budget will be established as a result of the cost analysis by the Consultant and the reviews and approval by the District.

Total Project Budget is all-inclusive and is to include but not limited to site improvements, construction costs, design, administration, furniture, equipment, overhead and profit.

All parties understand that the District has limited funds for the Design and Construction. Consequently, this project is to be designed and constructed so that the completed facilities represent quality consistent with wise budget management.

PAYMENT FOR SERVICES:

Pay requests may be submitted monthly and certified for payment for services performed. To be included with the pay application is an updated critical path schedule. The Project Manager consistent with District procedures will approve requested payments.

This Request for Qualifications (RFQ) is the first step of the negotiated fee procedure. This step consists of the evaluation of Firms' qualifications and experience with similar projects by the Selection Committee. Firms may submit written questions for clarification of

project, completion or submittal requirements. Responses to questions will be issued to all registered RFQ holders in the form of written amendments.

Based on the initial evaluation in Step 1, the Firms determined to be the best qualified will be invited to participate in Step Two of the selection process. Step Two will be an interview process. After the interviews, the Selection Committee will determine the proposal ranking in order of preference. The District will then proceed to negotiate a contract with the top ranked firm.

ARTICLE 1: THE PROJECT

1.1 Title and Location

- 1.1.1 The Project shall be known as the Caterpillar Surface Mining and Technology Office.
The managing department is the District.
The project is located on District owned property located near Cushing Street and the Santa Cruz River.
The property is approximately 8 acres.

1.2 Project Scope

- 1.2.1 Architectural, Structural, Mechanical, Electrical, Civil and Landscape services for the site, parking, building, interiors, and special systems. Displays by Caterpillar.

1.3 Goals and Objectives

- 1.3.1 New Division Office to reflect the industrial company, mining heritage, and pride and heritage of Caterpillar.
New facilities functional for Caterpillar staff, customers, and visitors.
Form a connection for the customer with Tanaja Hills Demonstration and Training Facility and Tucson Proving Grounds.
Design a headquarters building that responds to and supports the historic and cultural history of the site.
Develop an understanding of the heritage site, its Native American roots and adjacency to historic neighborhoods and the birthplace of Tucson.
Functional space for engineers that promotes collaboration.
Fiscal transparency
Meet expectations of the schedule.
Implement sustainable design principles.
- 1.3.2 Preparation of an Architectural Design and Phasing Plan for development of the Project, and areas directly adjacent to these facilities that take into consideration any future development component selected by the District.
- 1.3.3 Preparation of Construction Documents, which satisfy the functional requirements as described herein, and as established in the approved Architectural Program Statement as attainable within the budgeted funds.
- 1.3.4 Design and materials to be sustainable, responsive, and applicable to the site conditions, climate, and region.

1.4 Architectural Character

- 1.4.1 Modern industrial mining office building that is simple, modern, and lean that supports mining and the heritage and pride of Caterpillar and while still recognizing the heritage and uniqueness of the site and area.

1.5 Basic Project Requirements

INTENTIONALLY OMITTED

1.6 Site Requirements

- 1.6.1 The Consultant shall conduct a complete site analysis to clearly identify problems and opportunities connected with the development of the site. Included in this analysis are all existing facilities, zoning, and other legal requirements. The functional and visual relationship between all site components, both the existing and the proposed facilities, will be studied, and design options on their total integration will be presented for approval and development as part of this project. Alterations to the site circulation, paving and landscaping to accommodate the new facilities as well as the physically disabled is of primary importance.

ARTICLE 2: SCOPE OF PROFESSIONAL SERVICES

2.1 General Description

- 2.1.1 Consultant shall be responsible for the professional quality and the technical accuracy of the professional services being provided to the District under this Contract. All reviews, comments, acceptances, and approvals by the District shall not be deemed to be for review of the technical accuracy, but shall be for monitoring progress, clarifying District questions, certifying payments, determining that the work complies with the overall Project requirements, and meets acceptable standards of care.
- 2.1.2 Architects and/or Engineers registered to practice in their particular field of endeavor with the State of Arizona shall render the specific services being furnished during the life of this Contract. The professional and associated services provided shall be rendered by personnel pre-approved by the District, which reserves pre-approval rights for any personnel substitutes, and shall be rendered promptly and diligently upon receipt of written Notice to Proceed with any or all of the services herein.
- 2.1.3 Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and to correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the District.
- 2.1.4 The Consultant, arranging through the Project Manager Pre-Design meetings with interested parties, shall confirm the requirements of the Project. The Project Management Team concerned with the development of the Project includes, but is not limited to, the following:
- .1 Project Manager: SWAIM ASSOCIATES, LTD.
 - .2 Rio Nuevo District Representative
 - .3 Legal Counsel for the District: Mark Collins
 - .4 Representative from City of Tucson
 - .5 The Construction Manager at Risk
 - .6 Tenant: Caterpillar Inc.
- 2.1.5 Record Drawings: Consultant shall furnish the final detailed working drawings which reflect “as-built” conditions within thirty days of Consultant’s receipt of the as-built drawings from the Contractor. Consultant shall also provide electronic files of the as-builts and specifications, Revit and PDF.
- 2.1.6 Submittal Requirements: All contract submittals for this project shall be in accordance with the latest version of General Services, Division Design Standards. The Consultant shall develop a Submittal Log and include the Log in the Specifications.

2.2 Work Schedule

- 2.2.1 A work schedule, as outlined above, in a format that shall present information in monthly increments as required for the accomplishment of the various tasks involved in providing professional services under this Contract and will include, but not limited to:
- .1 The milestone events which will satisfy each of the professional services.
 - .2 The dates each phase will start and be completed, including Owner’s reviews.
 - .3 The dates of each public meeting and design review meetings.
 - .4 The elements that will hinder normal progress.
 - .5 Construction Schedule showing the Critical Path.
 - .6 The names of persons responsible for each event.

2.3 Architectural Design Program

- 2.3.2 The Consultant shall prepare a formal comprehensive Architectural Design Program for the proposed facility. It shall clearly state services, circulation and functional relationships in and adjacent to the facilities and delineate size and types of the components. Also include alternative approaches to the possible growth and change for the various functions;

develop probable construction costs and Project budget recommendations; and document interviews with designated District personnel and other interested parties as necessary.

- 2.3.3 The Consultant, working with the CM at Risk, shall prepare a preliminary estimate of the Cost of Work updated and refined as the design process progresses and evaluated against the project budget in order to keep costs within budget while accommodating project needs.
- 2.3.4 The Architectural Design Program is to be submitted for analysis, review, comment, and approval prior to proceeding with Basic Design Services for design of the facilities.
- 2.3.5 The Architectural Design Program, in general terms, shall include the following:
- .1 Establish the project **GOALS** - a documentation of what the District wants to do and why it wants to do it.
 - .2 Collect, organize and analyze the **FACTS** - organize and analyze the program facts to reveal their relative importance and meaning.
 - .3 Uncover and test program **CONCEPTS** - test programmatic concepts related to ideas intended mainly as functional solutions to the design and operational problems of the Project.
 - .4 Determine Facilities and Staff **NEEDS** - space requirements, quality of construction and money.
 - .5 State the design **PROBLEM** - after evaluating all the information derived from the above, develop the most important statements that can be made regarding the problem.
- 2.3.6 The Architectural Design Program is viewed by District staff as a formal document to be used as the basis for making decisions concerning the Project and should be designed for ease of communication. The final program document will be arranged in a format established in consultation with the Project Manager.
- 2.3.7 Site Development Plan:
- 2.3.7.1 Special Consideration -- In the site analysis and development plan formulation, the Consultant shall give special consideration to the impact of the facilities and related improvements upon the surrounding neighbors. Such considerations shall include, but not be limited to, architectural compatibility, traffic patterns, noise and light levels, visual impact, and other concerns.
- 2.3.7.2 Site Analysis: The Consultant shall develop a complete site analysis based on the Architectural Design Program to include evaluation of the existing site elements, traffic and parking considerations, topography analysis, environmental contamination survey. It shall also include drainage analysis, geo-technical investigation, zoning, utility easements, and other legal restrictions and future site enhancements. Preliminary programming and site feasibility studies have already been completed and both are being provided to Consultants.
- 2.3.7.3 Development Plan -- The Consultant shall also compile, analyze and refine information derived from the interviews with the District and other interested parties and a survey consisting of research and investigation of existing site as well as other similar facilities for incorporation in the design program. The Consultant shall develop from this information a definitive site development program for the building site and related improvements that is compatible with the long-range plans and goals established by the Water Department. The site development plan shall be arranged in a format agreed to with the Project Manager.
- 2.3.7.4 Hydrology Report: Consultant to obtain detailed engineering design services to include the preparation of definitive Site Drainage Analyses and Retention Reports with Civil Engineering Design in accordance with the requirements of the District. This comprehensive hydrologic/hydraulic analysis and design shall address existing drainage conditions affecting the site in the 100 and 500-year return events.
- 2.3.7.5 The findings and results of the hydrologic/hydraulic analysis and design shall be detailed in a comprehensive report for approval by the District. Resulting detailed design plans shall be included as part of this task and shall be coordinated with other project disciplines and functions. The detailed engineering design services shall provide for the design, construction documents, services during construction, and a warranty review as required for the site-engineering portion

of the project. In this connection the Consultant shall coordinate the services of others in their preparation of a detailed survey of existing Site conditions.

2.3.7.6 Storm Drainage System Design: The Consultant is to provide the detailed engineering design services for the integration of the Storm Drainage System into the existing system in accordance with the requirements of the District, the National Pollutant Discharge Elimination System (NPDES) requirements, and Pima County Wastewater Management Standards.

2.3.7.7 The Consultant shall provide site drainage and storm drain analysis for the selected facilities improvements identified in the Architectural Design Program Document. The Storm Drainage System Analysis shall address measures to minimize pollutants in the stormwater runoff generated at the facilities. These measures shall include, to the maximum extent practicable, practices typical of modern industry standards including: secondary containment of bulk liquids, directing flows away from material storage and waste disposal areas, spill control staging areas, and other practices designed to prevent stormwater pollution during facilities operation. The findings and results of the Storm Drainage System analysis and design shall be detailed in a comprehensive report for approval by the District and the County coordinated with other project disciplines and functions.

2.3.7.8 Resulting detailed design plans shall be included as part of this task and shall be coordinated with other project disciplines and functions. The detailed engineering design services shall provide for the following:

- .1 Design,
- .2 Construction Documents including all plans and documents necessary to meet the requirements of the NPDES Stormwater Permit for Construction Sites that disturb 1 acre or more,
- .3 Services During Construction,
- .4 Warranty Review as required for the site-engineering portion of the project.

In connection to this, the Consultant shall coordinate the services of others in their preparation of a detailed survey of existing Site conditions.

2.3.7.9 Community Development Review Committee, (CDRC) review.

2.3.7.10 Deliverables -- The product of the services to be provided under this heading shall include the Consultant's recommendations as to the most functional and feasible Development Plans. Also include drawings and supporting documents as required to graphically illustrate the uses of the site for possible future expansion. Documents are to be in dwg, pdf and Revit formats. Implementation schedule and a statement of probable costs of the development are to be included as a part of the Development Plan documentation.

2.4 Schedule I - Basic Design Services

2.4.2 Confirmation of Project Requirements: Continuation with this phase of the Professional Services Contract will be contingent on the satisfactory completion of the Architectural Design Program and authorization to proceed with the design of the facilities as defined in the approved Architectural Design Program.

2.4.3 Schematic Design: Essentials of the approved Project requirements document (Architectural Design Program Document) shall be carefully analyzed and be in compliance with regulations and codes studied by the Consultant. Consultant shall prepare and present such schematic design drawings together with general description of the Project, including a summary of circulation including public and District staff on and adjacent to the site. A consideration of all pending and long-range plans, available energy efficiency measures and proposed construction materials, as may be necessary to illustrate possible design solutions to the Project Manager who will arrange for reviews, conferences, and acceptance shall also be submitted.

2.4.3.1 The Schematic Design submittal shall indicate the area(s) in which construction is proposed, along with the requirements for soils investigations prepared by the structural engineer for the Design Development phase. Contractor shall submit an opinion of probable construction costs based on current unit costs for similar construction. Options for energy efficiency, electric, mechanical systems are to be presented, as well as a plan to comply with ADA Standards.

2.4.3.2 Presentation Media: The Consultant shall provide presentation media of the subject facilities to convey the proposed design for the Project. The presentation media shall be of a size and scale agreed to between the Consultant and the Project Manager, and the completed presentation media shall be subject to the approval of the Project Manager.

- 2.4.3.3 Public Meetings: Consultant shall participate with the District, and be available for three public meetings dealing with this Project that may require presentation of the proposed facilities design and its potential impact on the surrounding area.
- 2.4.4 Design Development: The Design Development phase will proceed after written acceptance by the Project Manager of the Schematic Design. 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 architectural, structural, civil, mechanical, electrical, graphics, landscape and other technical design essentials. Consultant shall prepare a site plan indicating general locations and nature of all site improvements provide an outline specification to establish the basic materials of construction. Consultant shall prepare a summary of the design features incorporated in the design and an itemized construction cost estimate to enable the Project Manager to appraise the economic value of the Project design to the District. Consultant shall submit these items in one package to the Project Manager for review and acceptance.
- 2.4.5 Construction Documents: The Construction Documents phase will proceed after written acceptance of the Design Development package by the Project Manager. Consultant will proceed with the Construction documents as follows:
- 2.4.5.1 Prepare working drawings and specifications for the construction of the facilities described in the accepted Design Development documents. Consultant shall leave room on all drawings in the bottom right-hand part of each sheet for plan approval stamps.
- 2.4.5.2 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 the making of satisfactory reproductions for efficient execution of the construction work and for record purposes.
- 2.4.5.3 Stipulate the number and types of material and/or equipment tests contemplated during construction. The District will reimburse Consultant for these tests as formally approved by the Project Manager.
- 2.4.5.4 Complete a Code Review Analysis, Building Permit Application and Plan Review Record for submission to the District. 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 Project Manager. Consultant is obligated to 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). 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 permits.
- 2.4.5.5 Prepare, working with the CM at Risk, an opinion of the probable construction costs for the base project and alternates to the base project when the District accepts final designs, details, working drawings and specifications. Submit five (5) signed copies of the final opinion of the probable construction cost to the Project Manager.
- 2.4.5.6 Design in accordance with FM Global insurance company standards.
- 2.4.6 The Consultant is required to include the design services for geotechnical engineering.
- 2.4.7 Registered Communications Distribution Designer (RCDD): Shall design and locate the communications distribution to the building(s) in conformance with Design Standards.
- 2.4.8 Quantity Take-Off Cost Estimates: Shall be coordinated with the Construction Manager at Risk.
- 2.4.9 Warranty Review: Conduct a warranty review of the project just prior to the expiration of the warranty period provided in the construction contract. It shall be the responsibility of the Consultant to schedule such review before its expiration.
- 2.4.10 The Consultant is required to obtain written approval for all necessary permits for construction, including, but not limited to, the Federal Stormwater Quality National Pollutant Discharge Elimination System (NPDES), the Environmental Protection Agency (EPA), National Environmental Policy Act (NEPA), Arizona Department of Environmental Quality (ADEQ) (Aquifer Protection Permit), Pima County Department of Environmental Quality (PDEQ) (Air Quality Permit) and Pima County Waste Water Management (Industrial Wastewater Control Permit). Consultant shall prepare

Stormwater Pollution Prevention Plans (SWPPP) for construction activities and on going operational and maintenance activities. Design, construction and operation shall comply with the applicable permit as issued by the EPA.

- 2.4.11 Evaluation of Budget and Cost of the Work. When Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate with the assistance of the Construction Manager at Risk 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, working with the CM at Risk, shall advise the General Services Division Project Manager of any adjustments to previous estimates of the Cost of the Work indicated by 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, working with the CM at Risk, shall make appropriate recommendations to the Project Manager to adjust the Project's size, quality or budget, and the Project Manager and the District shall cooperate with the Consultant in making such adjustments (at no additional cost).
- 2.4.11.1 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, working with the CM at Risk, represent the Consultant's judgment as a design professional familiar with the construction industry.
- 2.4.11.2 In preparing initial estimates of the Cost of the Work, the Consultant, working with the CM at Risk, shall be permitted to include contingencies for design until they determine what materials, equipment, component systems and types of construction are to be included in the final Contract Documents. Alternates to the base project will be added to the final construction documents if the contractor's GMP include them as part of the overall project budget.
- 2.4.12.3 If the contractor's GMP exceeds the budget for the Cost of the Work, the Project Manager and the District may:
- .1 give written approval of an increase in the budget for the Cost of the Work; or
 - .2 authorize re-negotiating of the Project within a reasonable time; or
 - .3 terminate in accordance with contract provisions contained in Standard Terms and Conditions, Section 13; or
 - .4 cooperates in revising the Project scope and quality as required to reduce the Cost of the Work.
- 2.4.12.4 If the District chooses to proceed under Clause 2.4.12.3.4, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible under the Contract as necessary to comply with the budget for the Cost of the Work.

2.5 Schedule II - Services during development of the GMP, and Construction

- 2.5.1 Consultant agrees to render the following professional services promptly and diligently upon receipt of written Notice to Proceed with the services in Schedule II herein.
- 2.5.2 Construction Contract Administration: The Construction Contract Administration phase will proceed after receipt of written acceptance by the Project Manager of the construction documents. Consultant shall:
- 2.5.2.1 Publish and distribute contract documents to bidders, issue addenda following approval by the District, and review requests for approval of alternative products.
- 2.5.2.2 Consultant will assign a Project Representative with the necessary Construction Administration experience, including a minimum of three projects with similar scope and construction budgets.
- 2.5.2.3 The Project Representative shall provide qualified day-to-day assistance in administration of the Construction Contract; act as the representative of the District to the extent provided in the Construction Contract documents, hereby incorporated by reference; and advise and consult with the District concerning the progress and quality of the Work.
- 2.5.2.4 Consultant shall prepare minutes of all meetings attended and supply the District and Contractor with a typed copy within three working days. Contractor shall also maintain and distribute minutes of all meetings.
- 2.5.2.5 Consultant shall provide advice and consultation on the interpretation of the plans and specifications and in response to any questions which may arise before and during the course of construction and until 60 days after the Project receives final acceptance by the District.

- 2.5.2.6 Consultant shall review within 5 business days, 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. Consultant shall maintain a record of submittals and shall maintain copies of submittals supplied by the contractor and will provide one copy to the District at the completion of the Project.
- 2.5.2.7 Consultant shall prepare such supplemental drawings and Change Orders with supporting documentation and data as deemed necessary for the District'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, after notification to the District, 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.
- 2.5.2.8 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 District.
- 2.5.2.9 Consultant shall assist the District 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 review and recommended action of the Construction Contractor's payment requests.
- 2.5.2.10 Consultant shall coordinate owner with training in equipment and facilities operation.
- 2.5.3 **Field Administration:**
- 2.5.3.1 Field administration shall be furnished by Consultant and his Sub-Consultants for the construction of the Project and until sixty days after the approved Date of Substantial Completion of the Work. Consultant shall make not less than weekly periodic visits to the site to be thoroughly familiar with the progress and with the quality of the Work. And to determine, in the Consultant's opinion, all phases of the Work conform to the Construction Documents, codes, standards, intended use, and the most recently revised and approved operational schedule. Consultant's Sub-Consultants shall make 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. Consultant shall immediately inform the District of defects and deficiencies observed in the executed work of the Construction Manager at Risk.
- 2.5.3.2 Consultant shall make such on-site observations of the quality and quantity of the contractor's work, which are commensurate with the progress of the Project.
- 2.5.3.3 The Consultant's Project Representative shall schedule and conduct weekly project meetings to discuss construction progress and construction administration issues, verify work schedules and notify the District of any possible problems and/or conflicts. The Project Representative shall prepare and distribute meeting minutes and weekly progress reports in an approved form. It must show the progress of the construction work, outline any miscellaneous items and site issues that happened throughout the week, report the justifications for deviations from the current, approved operational schedules, if any, and the estimated progress during the next reporting period.
- 2.5.3.4 The Project Representative shall conduct any additional meetings and/or site visits as required to resolve critical issues throughout construction that may affect the project.
- 2.5.3.5 The Project Representative is required, weekly recommended, to review the Contractor's as-built set of drawings, verify they are current, report discrepancies to the District and help resolve any discrepancies.
- 2.5.3.6 The Project Representative shall maintain a daily diary recording observations of the activities related to the Project. It shall include 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 District and will be provided to the District upon completion of construction. Consultant shall photograph any possible problems and/or conflicts and maintain an on-going, digital photo journal of the photographs labeled with dates, who the problem/conflict was discussed with, and what the problem or issue is.

- 2.5.3.7 Consultant shall submit weekly progress reports for the civil, structural, mechanical, electrical, landscape, irrigation and other special phases of the construction signed by the professional(s) responsible for the design of these elements. Consultant shall furnish signed copies of each weekly and periodic progress report to the District promptly.
- 2.5.3.8 Consultant shall prepare and maintain a log and copy of all final, approved Submittals, Requests for Information, Change Orders, Proposal Requests and Supplemental Instructions, testing and inspections and pay applications; and shall assemble (from the Contractor) maintenance agreements for the warranty period, review for completeness, and provide to the District. Consultant shall also provide to the District copies of all final, approval submittals.
- 2.5.3.9 Consultant is required to submit the above items to the District at closeout of the Project and to maintain a complete set of copies in the Consultant's files for a minimum of three years.
- 2.5.3.10 Electronic documents to be stored on a secure web based shared drive furnished by the District.
- 2.5.4 **Materials and Equipment Testing:** the District will provide an independent testing agency to make investigations and tests which have been previously authorized by the District to safeguard compliance with the contract documents. Consultant shall prepare and maintain a project testing log and will immediately report by fax or email all non-conformities of materials, equipment and workmanship to the District, again within three days after the observation and then after the 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 District and furnish all professional services in support of proper operation. Consultant shall forward to the District after review and recommendation for payment all pay-applications from the testing agency.
- 2.5.5 **Payments for Construction:** Consultant shall review requests by the Construction Contractor for partial and final payments for all phases of construction, issue certification for payment and maintain a record of Contractor payment applications.
- 2.5.6 **Certificate of Substantial Completion:** Consultant shall prepare the Certificate of Substantial Completion, punch list report and a recommendation for acceptance of the Project.
- 2.5.7 **Duration of Construction Contract Administration Services:** The Consultant shall provide basic Construction Contract Administration services until sixty days after the approved Date of Substantial Completion of the Work. Consultant shall provide services as required to meet final Completion and shall coordinate permanent utility hook-up. Consultant shall conduct a warranty review of the project just prior to the end of the warranty period provided in the construction contract.
- 2.5.8 **Commissioning:** Engage with and support commissioning authority during commissioning.

2.6 Reimbursable Expenses

- 2.6.1 Reimbursable expenses shall be invoiced at direct cost with no markup.
- 2.6.3 **Printing:** An allowance will be provided for the reproduction of copies of the Architectural Design Program, Schematic Documents, and Design Documents; of copies of the final Construction Documents; and one set of the final record ("as-built") drawings and electronic media as required in the AutoCAD Standards.
- 2.6.4 **Travel Costs and Expenses:** An allowance will be provided for actual expenditures made by the Consultant or his employees in the interest of the Project for transportation and living when traveling out of Tucson in connection with the Project and for long distance calls and overnight mailings. All such travel shall have the prior approval of the Project Manager.

ARTICLE 3: DISTRICT-FURNISHED SUPPORT SERVICES

3.1 General

- 3.1.1 For purposes of aiding the Consultant in the performance of the obligations under this Contract, the District shall furnish the Consultant, upon request, all relevant data in the District's possession. And it shall direct District officers, agents, and

employees to render all reasonable assistance to the Consultant in connection with the performance under this Contract. The provision of such aid, assistance, information or services as Consultant receives from the District shall in no way relieve from Consultant's obligations under this Contract including any obligation to screen information, which Consultant incorporates into the design.

3.2 Support Services

3.2.1 The District will:

- .1 Assign SWAIM ASSOCIATES, LTD. as the Project Manager who shall be the representative of the District and person responsible for the day-to-day coordination and administration of all matters pertaining to the fulfillment of the terms of this Contract.
- .2 Compensate the Consultant in accordance with the terms and schedules as described in **ARTICLE FOUR**.
- .3 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 reliability.
- .4 Provide reasonable access to and make all provisions for the Consultant's entry to public and private property, as the Consultant is required to perform the services.
- .5 Review, comment on and provide final acceptance of all studies, reports, sketches, drawings, specifications, proposals and other documents the Consultant presents, within a mutually agreed upon time, so as not to delay the services. Such reviews, comments, and acceptances by the District shall not be deemed to be for review of the technical accuracy of the Consultant's work. The responsibility shall be the Consultant's under this Contract but shall be for monitoring progress, clarifying District questions, certifying payments, determining that the work complies with the overall Project requirements, and meets an acceptable standard of care. Within five (5) days.
- .6 Provide personnel knowledgeable with regard to existing site and systems to accompany the Consultant during the orientation and data collection tasks as necessary and by mutual agreement.
- .7 Materials and Environmental Testing: The District will provide for materials and environmental testing to include provisions for the soils and construction materials testing services required during construction of the Project.
- .8 Bear all costs incident to the District's compliance with the requirements of this Article.
- .9 Engage a commission authority.

ARTICLE 4: FINANCIAL CONSIDERATION

4.1 Compensation and Method of Payment

- 4.1.1 For performance of the services described in **ARTICLE 2**, the District shall pay the Consultant based on the lump sum amounts stated in this Article which include overhead, profit and all other costs associated with performing services under this Contract. If the Scope of Services or the Project budget increases or decreases significantly, the amounts of compensation shall be revised in accordance with District procedures.
- 4.1.2 Progress payments will be made consistent with District 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.
- 4.1.3 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 the construction contract is awarded.

4.1.4 Schedule II - Services During Construction: 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 construction completed by the Construction Contractor at the time of Consultant's billing. Final payment may be made when the construction contract is declared satisfactorily accomplished, Mylar and electronic as-builts have been forwarded to and approved by the District, and copies of all final, approved submittals have been forwarded to the District.

4.1.5 Additional Services: The District shall pay the Consultant only the authorized amounts for the complete performance of each of the required additional services.

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 not to exceed the amount agreed upon by the Consultant and the District.

INSTRUCTIONS TO OFFERORS

1. **PRE-SUBMITTAL CONFERENCE:** The date and time of a prospective pre-submittal conference, if applicable, is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the District's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation.
2. **SUBMITTAL FORMAT: Original and Six (6) copies (7 total) and a digital copy in pdf format of each submittal** should be turned in to Procurement, on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the solicitation. **The sections of the submittal should be tabbed and clearly identifiable.** The District will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.
3. **WHERE TO SEND SUBMITTALS:** In order to be considered, the offeror must complete and send their submittal to the District 400 West Congress, Suite 152, Tucson, AZ 85701. The submittal must be received by no later than the specified opening date and time. The offeror's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, SOLICITATION NUMBER, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope.
4. **INQUIRIES:** Any question related to this solicitation shall be directed to the Project Manager whose name appears on the front side of this document. **The offeror shall not contact or ask questions of Caterpillar or the District for whom the requirement is being procured.** Questions should be submitted in writing when time permits. The Project Manager may require any and all questions to be submitted in writing at the Project Manager's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Solicitation number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.
5. **CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the District may enter into negotiations with the top ranked Offeror (s) to determine fees, and to negotiate any other portion of the Contract deemed by the District to be necessary. In the event that the District is not able to negotiate successfully with the top ranked Offeror, the District shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the District is not able to negotiate successfully with the next ranked Offeror, the District shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made by the District to the Offeror whose submittal and subsequent negotiation is most advantageous to the District.
6. **AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the District reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all offers, or portions thereof; or
 - (3) reissue the solicitation.

A response to this solicitation is an offer to enter into negotiations and contract with the District based upon the terms, conditions, and specifications contained in the District's solicitation. Submittals do not become contracts unless and until they are executed by the District. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents.

7. **FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

- 8. LATE PROPOSALS:** Late submittals shall not be considered.
- 9. WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.
- 10. AMENDMENT OF SOLICITATION: AMENDMENTS:** Amendments may be obtained from the District website at: www.rionuevo.org. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested bidders without internet access may obtain a copy of this solicitation by calling (520) 623-7336, or a copy may be picked up during regular business hours at 400 West Congress, Suite 152, Tucson, AZ 85701. The District takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.
- 11. SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the offeror's submittal.
- 12. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Project Manager should be so advised in writing. The District shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 13. SUBCONSULTANTS:** During negotiations, offeror must disclose in writing any sub-consultant to be utilized in performance of services herein. For each sub-consultant, detail on respective qualifications should be included in the submittal.
- 14. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the District, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 15. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Qualifications is an offer to contract with The District based upon the contract provisions contained in the District's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director of Procurement or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director of Procurement or his designee, the contract provisions contained in the District's Request for Qualifications shall prevail.

16. PREPARATION OF SUBMITTAL:

A. Evaluation Requirements

The proposal evaluation criteria are listed below. The evaluation will be conducted in accordance with the following plan:

Screening Criteria – Step 1: The criteria for selecting firms under a one-step process, and for screening firms in the two-step process:

1. Qualifications of the Architectural Firm(s) – 25 Points
2. Architectural Firm(s) Experience on Similar Projects – 75 Points
3. Project Team – 25 Points
4. Process Expertise – 25 Points

Past Performance shall be scored by the committee based upon all information from the District, Project Managers, outside agencies, and references provided by the consultant.

Points are assigned to the above listed criteria. After the committee scores the submittals using the point allocations, the scores are normalized to 150. The firms will then be ranked and the top ranked firms will be invited to participate in the interview process. The District may then enter into negotiations with the top ranked firm as described in paragraph 5 of the "Instructions to Offerors" section of this solicitation.

B. Instructions for Submittal:

All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other

modifications in the submittal shall be initialed in original ink by the authorized person signing the Consultant offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to the items listed below. Firms are advised to follow guidelines and submit only the requested information.

17. SELECTION CRITERIA:

Firms will be screened based on evaluation of the following criteria.

Please provide the following information in the order described below:

COVER LETTER

1. QUALIFICATIONS OF ARCHITECTURAL FIRM(S) – 25 points

- a. Firm and Associated Firm
 - Firm Name
 - Mailing Address
 - Prime Contract
 - Phone Number
 - Email Address
 - Website
 - Firm Size (average number of direct employees over the most recent 5 years)
 - Firm Revenue (average sales over the most recent 5 years)
 - Names of Principals
 - Date Established
- b. Explain why your firm is especially well qualified to perform the required services.
- c. Stability of Firm
- d. Recognition and Awards
- e. References (minimum of 4 and maximum of 8)
 - Clients
 - Contractors
 - Company, Name, Title, Role, Contact Information, Address

2. ARCHITECTURAL FIRM(S) EXPERIENCE ON SIMILAR PROJECTS - 75 points

Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted. Show how the experience relates to the categories outlined. Select a minimum of 3 and a maximum of 5 projects to highlight as the most representative.

- a. List completed similar projects for which your firm was the architect of record, including project title, client name, construction cost, completion date, contractor, delivery method, and total square footage. Indicate the building type and whether the project was a new facility, an expansion of an existing facility, remodeling of an existing facility or some combination. Include total design effort in months and construction in months.
- b. List all CM at Risk w/GMP projects that the firm has worked on in the past three years. List any other relevant project experience working with Contractors in a similar situation.
- c. Projects that were designed by the team that were sustainable and/or LEED certified.

NOTE: Projects used as examples of similar work shall be clearly noted if individuals did the work while employed by other firms. The only projects, which Consultant may claim without attribution, are those projects actually produced by your firm. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience record.

3. PROJECT TEAM – 25 Points

Provide experience and qualifications of key team members (with any critical subconsultant or subcontractor) including any licenses, registrations or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment. Describe experience and qualifications of the team in the following areas:

- a. Identify project team including consultants. Include location, size, qualifications, experience, and years working together.
- b. Provide organization chart and describe roles and responsibilities for at least the following disciplines:
 1. Principal in Charge
 2. Project Manager
 3. Project Architect
 4. Programming
 5. Site Development
 6. Landscape Design
 7. Civil Engineering
 8. Structural Engineering
 9. Mechanical Engineering (Plumbing, Fire Protection, HVAC, Controls)
 10. Electrical Engineering
 11. Furnishings and Graphics
 12. I.T., AV, Special Systems (Security, Access Control, Network Video)
 13. Construction Administration
 14. Commissioning
- c. Identify individuals assigned to the project. Provide resumes including location, licenses, registrations, certifications, education, experience, and years with the firm.

4. PROCESS EXPERTISE – 25 Points

- a. Experience with the Tucson community and local jurisdictions and processes. The Infill Incentive District approval process will be required.
- b. Experience within a sensitive area in the community.
- c. Experience and process for programming collaborative office environments.
- d. Success with working within a budget and maintaining cost control through design and construction.
- e. Ability, process and success with maintaining a project schedule. Identify resources necessary to complete the project.
- f. Successful experience and approach in working with a Construction Manager at Risk project delivery process.
- g. Experience with sustainable design.
- h. Experience designing in Hot-Dry climate.
- i. Experience with commissioning.
- j. Experience with FM Global standards.
- k. Other expertise deemed valuable to the project.

SPECIAL TERMS AND CONDITIONS

1. **SOFTWARE COMPATABILITY:** For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the District shall furnish upon request all relevant data in the District's possession and shall direct the District 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 District shall in no way relieve the Consultant from obligations under this Contract. The District does not warrant the compatibility of District 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

LIMITS OF LIABILITY

Worker's Compensation

Statute

Commercial General Liability Insurance
Including:

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

- A. Products & Completed Operations
- B. Blanket Contractual
- C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions)
(See Special Conditions)

\$2,000,000 (Minimum)
Combined Single Limit

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

() checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and
Hired vehicles

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

SPECIAL CONDITIONS:

1. THE DISTRICT AND CATERPILLAR INC. WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES.
2. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the District, 400 West Congress, Suite 152, Tucson, AZ 85701.
3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the District.
4. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the District is exposed.
5. 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 District may require a copy of the professional liability insurance policy to verify coverage.

3. **OTHER CONTRACTS:** The District 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 District 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 District shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the District only in accordance with those same rates.

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

5. **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.
6. **AMENDMENTS:** Amendments may be obtained from the District website at: It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested bidders without internet access may obtain a copy of this solicitation by calling (520) 623-7336, or a copy may be picked up during regular business hours at the Rio Nuevo District, 400 West Congress, Suite 152, Tucson, AZ 85701. The District takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.
7. **FINANCIAL CONSIDERATIONS:** The District will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized District representative confirming the services for which payment is requested. 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 District and acceptance of the work, final payment and release of retention shall be made.

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

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.

Direct expenses shall be paid at cost to consultant and shall include no markup.

8. **SECURITY REQUIREMENT:** By acceptance of this contract, the Consultant agrees that any and all Consultant employees, or subconsultants, who will perform services on site at designated secure facilities must successfully pass a background check and be issued appropriate identification prior to commencement of work at subject facilities.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the District may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

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

- A. **Rio Nuevo** - Rio Nuevo District, 400 West Congress, Suite 152, Tucson, AZ 85701.
- B. **District** – Used interchangeably to mean the District Project Manager responsible for managing the professional services contract for the project.
- C. **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the District.
- 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 District and the Consultant/Firm.
- G. **Project Manager** - District Project Manager specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract. Also sometimes referred to as the District Designated Contract Representative.
- H. **Director of Procurement** - The contracting authority for the District, authorized to sign contracts and amendments thereto on behalf of the District.

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 District 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 Professional Design Services Contract, the District shall consider the extent to which the Consultant may be reasonably liable.

Neither the District'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 District in accordance with applicable law for all damages to the District 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 professional design services 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 District.

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 District's 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 District's Director of Procurement's prior written approval of the proposed work and the fee therefor, the District 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 copyrightable works resulting from this Contract shall become property of the District. 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 District. Property of the District shall not be used or released by the Consultant or any other person except with prior written permission by the District.

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 District. It is the intent of this paragraph that District shall have exclusive ownership of all intellectual property created as a result of this Contract. The Consultant shall cooperate with District in securing patents, or other certificates of property rights, and shall make such assignments to District as are needed to effect the purposes of this paragraph.

7. DRAWING, STANDARD DETAILS, ETC.: The District 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 District. The District will furnish the Consultant with copies of the necessary standard District 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 District 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. District 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 District to be incomplete or erroneous.

11. PROTEST PROCEDURE: Should a firm believe that District has not properly followed the selection procedures as outlined in the solicitation, the firm may file a protest as described below.

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 District 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 District. A list of tropical hardwood may be obtained from the District's Department of Procurement. Consultants knowingly violating the tropical hardwood restriction may be barred from any further contracting with the District.
- 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 District may terminate this Contract in whole or, from time to time, in part, for the District'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 District, the District 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 District may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the District.
- 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 District.
- E. The rights and remedies of the District 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 District 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 District determines appropriate for the convenience of the District.
- B. The Consultant agrees that no charges or claims for damages shall be made against the District 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 District 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 District except by the District'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 District, and that such days do not accumulate for the use of same at a later date.

The District 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 District payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.

17. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from another source when necessary.

18. **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 District Contract Representative satisfactory evidence of patent licenses or patent releases covering District-specified proprietary materials, equipment, devices or processes, as the case may be.

19. **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.

20. **CONFIDENTIALITY OF RECORDS:** The Consultant shall establish and maintain procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in its records or obtained from the District 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 District. 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 District.

21. **GRATUITIES:** The District 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 District amending. In the event this Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.

22. **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.

23. **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 District, 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 District 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 District's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the District 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.

24. **LEGAL REMEDIES:** [INTENTIONALLY OMITTED]

25. **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 District.

26. **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.
27. **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 invalid provision or application.
28. **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.
29. **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 District'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 District shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the District's position within 15 days of receipt of written notice by the Consultant.
30. **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 District'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 District shall not unreasonably withhold approval and shall notify the Consultant of the District's position within 15 days of receipt of written notice by the Consultant.
31. **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.
32. **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 District, shall not alter or affect the obligations of the Consultant or the rights of the District under the foregoing warranties. Additional warranty requirements may be set forth in this document.
33. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, 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 the negligence, recklessness or intentional wrongful conduct 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 District.

- 34. OVERCHARGES BY ANTITRUST VIOLATIONS:** The District 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 District any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 35. 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.
- 36. ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the District.
- 37. RIGHT TO INSPECT:** The District may, at reasonable times, and at the District'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.
- 38. 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 District for review and approval. It shall be the sole option of District to approve any such requests. The District shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
- 39. FORCE MAJEURE:**
- A. 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.
 - B. 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.
- 40. INSPECTION:** All material or service is subject to final inspection and acceptance by the District. 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.
- 41. 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 District 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.
- 42. 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.
- 43. 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. District permits
 - F. Federal, State and District authorizations
 - G. ADEQ Permits

- H. Agricultural and Horticultural permits
- I. FAA permits

- 44. **COST OF PROPOSAL PREPARATION:** The District shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 45. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the District and shall become a matter of public record available for review subsequent to the award notification.
- 46. **SUBSEQUENT EMPLOYMENT:** The District 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 District, 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.
- 47. **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 District 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:

- 1. The Hazard Communication Act, CFR 1910-1200- handling hazardous materials
- 2. Resource Conservation and Recovery Act, 42 USC 6901 et. Seq.- Hazardous waste disposal
- 3. 36 CFR 800 – Protection of Historical and Cultural Properties
- 4. National Historic Preservation Act of 1966
- 5. 23 CFR 771 – Environmental Impact and Related Procedures
- 6. Americans with Disabilities Act (ADA), PL 101-336
- 7. Section 4(f) of the Department of Transportation Act
- 8. Executive Order 11988 (Floodplain Management)
- 9. FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
- 10. FHPM 7-7-9 – Air Quality Guidelines
- 11. National Environmental Policy Act of 1969, 1973 and supplements
- 12. Executive Order 11990 (Protection of Wetlands)
- 13. Wild and Scenic Rivers Act of 1968
- 14. Section 404 of the Clean Water Act of 1977
- 15. Federal Farmlands Act of 1981
- 16. FHWA Technical Advisory T6640.8m, “Guidance Material for the Preparation of Environmental Documents”
- 17. Section 1424 (e) of the Safe Drinking Water Act (Sole Source Aquifer Review).
- 18. 36 CFR 60 – Determinations of Eligibility for Inclusion in the National Register of Historic Places
- 19. Public Law – 91-646 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 20. Wilderness Act of 1964, Public Law 88-577
- 21. Arizona Desert Wilderness Act of 1990, Public Law 101-628
- 22. Resource Conservation and Recovery Act (RCRA)
- 23. Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
- 24. Superfund Amendments and Reauthorization Act (SARA)
- 25. United States Forest Service, Integrated Resource Management (3rd Edition), August 1990
- 26. Endangered Species Act
- 27. Other Authorities: OSHA, Occupational Safety & Health Administration
- 28. Other governmental authorities having jurisdiction over the design or implementation of the Project.

STATE:

- 1. Arizona Revised Statutes (ARS) Title 34 Section 34-104 - Use of proprietary specifications
- 2. ARS Title 41 Section 41-844 - Findings of subsurface archaeological remains
- 3. ARS Title 34 Section 34-401 - Designing for the physically disabled
- 4. Arizona Native Plant Law
- 5. Arizona Historic Preservation Law
- 6. State Water Quality Law

7. ADOT Action Plan
8. ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
9. Noise Abatement Policy for State Funded Projects
10. Arizona Environmental Quality Act (EQA)
11. Hazardous Waste Management Act (HWMA)
12. Underground Storage Tank Act of 1986

LOCAL:

1. The applicable building code
2. Drainage Report and/or Grading Permit
3. Industrial Wastewater Discharge Permit
4. Native Plant Preservation Ordinance
5. Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

- 48. CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

OFFER

TO THE DISTRICT:

The Undersigned hereby offers and agrees to enter into negotiations with the District to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title