



**REQUEST FOR STATEMENTS OF QUALIFICATIONS FROM
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT (“DISTRICT”) FOR
PRELIMINARY DESIGN SERVICES FOR THE SOLOT BLOCK PROJECT**

Rio Nuevo Multipurpose Facilities District
400 West Congress, Suite 152
Tucson, Arizona 85701

SOLICITATION INFORMATION AND SELECTION SCHEDULE

District Solicitation Number: **RN-2018-07-09B**

District Solicitation Title: **Request for Qualifications for Preliminary Design Services for the Solot Block Project**

Release Date: **July 9, 2018**

Final Date for Inquiries: **August 1, 2018**

SOQ Due Date and Time: **August 8, 2018
4:00 p.m. (local time, Tucson, Arizona)**

Oral Interviews (if necessary): **August 22, 2018**

Target Award Date: **August 29, 2018**

Anticipated Agreement Start Date: **September 5, 2018**

District Representative: Mark Collins mcollins@gustlaw.com
520-388-4780

RFQ Administrator: Brandi Haga-Blackman brandihb@rionuevo-tucson.org
520-623-7336

- * In the event that a Vendor cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the District’s sole discretion.
- ** The District reserves the right to amend the solicitation schedule as necessary.

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PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The District is issuing this Request For Qualifications (this “RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed firms (“Vendors”) interested in providing professional Design Services for the preservation and repurposing of the properties generally described as the “Solot Block” and more particularly set forth in attached Exhibit A (the “Services”). The Services are more particularly described in the Scope of Work in attached Exhibit B. In accordance with the District’s Procurement Code, the District will accept sealed SOQ for the Services specified in the Scope of Work in the sample Professional Services Agreement.

1.2 Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The District shall consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the District to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the District, any of the following are true:

(1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

(2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.

(3) Vendor cannot demonstrate financial stability.

(4) Vendor’s SOQ contains false, inaccurate or misleading statements that, in the opinion of the District’s designated Project Manager or authorized designee, are intended to mislead the District in its evaluation of the SOQ.

B. Submittal Quantities. Interested Vendors must submit **one original and eight copies (nine total submittals)** of the SOQ. In addition, interested parties must submit **one PDF copy** of the Proposal on a CD-ROM or similar electronic storage device. Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

C. Required Submittal. The SOQ shall be a maximum of 12 pages to address the SOQ criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ

criteria responses. The minimum allowable font for the SOQ is **12 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being considered non-responsive. Each SOQ shall be submitted with the following documents:

(1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive.

(2) Vendor Information Form, with **original ink signature**.

(3) References.

(4) Project Schedule, if required.

(5) Resumes, Licenses and Certifications (if any).

(6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be considered. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ number and title, (RN2018-07-09B) Preliminary Design Services for the Solot Block Project, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The District is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Rio Nuevo Multipurpose Facilities District, 400 West Congress, Suite 152, Tucson, Arizona 85701. Proposals must be received in the District's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the District and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the District Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph.

B. Inquiries Answered. Verbal or telephone inquiries directed to District staff **will not be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFQ, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the District and who legibly provided a mailing address, facsimile and/or e-mail address to the District. No questions submitted in any form after the Final Date for Inquiries will be answered.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFQ. Any addendum issued by the District with respect to this RFQ will be available at:

Rio Nuevo Multipurpose Facilities District
400 West Congress, Suite 152
Tucson, Arizona 85701
Rio Nuevo website at: www.rionuevo.org

1.6 Public Record. All SOQ shall become the property of the District and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the District's Procurement Code.

1.7 Confidential Information. If a Vendor believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the District Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the District Representative makes a written determination. The District Representative shall review the statement and information with the District and shall determine in writing whether the information shall be withheld. If the District determines that it is proper to disclose the information, the District Representative shall inform the Vendor in writing of such determination.

1.8 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the District Financial Services Department. The Vendor shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Vendor certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 District employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, District Board members and District staff, unless such person is designated as a District Representative. All contact must be addressed to the District's RFQ Administrator, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Vendor Information Form is genuine, and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the District will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The District will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified Vendors. The District will enter into negotiations with the highest scoring Vendor from the final list.

B. Form of Agreement. The selected Vendor will be required to execute the District's standard Professional Services Agreement in a form acceptable to the District. A sample of the Professional Services Agreement is included with this RFQ as Exhibit C. If the District is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the District may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Approval by the attorney for the District will be required prior to the execution of the Agreement. The District reserves the right to terminate the selection process at any time.

C. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the District expressly reserves the right to: (1) waive any immaterial defect or informality in an SOQ, (2) reject any or all SOQ or portions thereof, and (3) cancel or reissue this RFQ.

D. Protests. Any Vendor may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the District Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the District based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the District has approved, a professional services agreement between the District and the Vendor in the form acceptable to the District. A sample Professional Services Agreement is included herein.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to three of the highest ranked Vendors based upon the SOQ submittal scoring.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

2.1.1. General Information - 10 pts.

2.1.1.1. One page cover letter as described in Subsection 1.2(C) (Required Submittal).

2.1.1.2. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

2.1.1.3. Identify the location of the Vendor's principal office and the local work office, if different from the principal office. Include any documentation that supports the Vendor's authority to provide services in Arizona.

2.1.1.4. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

2.1.1.5. Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

2.1.1.6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

2.1.1.7. Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

2.1.2. Experience and Qualifications of the Vendor - 20 pts.

2.1.2.1. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the District;

specifically relating experience with respect to the Services set for in Exhibit B to the attached sample Professional Services Agreement.

2.1.2.2. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget and “similar projects” resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information: (a) Name of company or organization, (b) Contact name(s), (c) contact address(es), telephone number(s) and e-mail address(es), (d) type of services provided, and (e) dates of contract initiation and expiration. *These references will be checked*, and it is Vendor’s responsibility to ensure that all information is accurate and current. Vendor authorizes the District’s representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the District to verify references shall result in the SOQ being considered non-responsive.

2.1.2.3. The District’s representative may conduct any investigation deemed necessary to determine the Vendor’s ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the District in its evaluation.

2.1.3. Key Positions - 20 pts.

2.1.3.1. Identify each key personnel member that will render services to the District including title and relevant experience required, including the proposed project manager and project staff.

2.1.3.2. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the District.

2.1.3.3. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

2.1.3.4. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

2.1.4. Project Approach - 30 pts.

2.1.4.1. Describe the Vendor’s approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B.

including the following processes: (a) planning, (b) estimating, (c) scheduling, (d) cost controls, (e) project management and team organization, (f) bid package management, and (g) management of overhead costs.

2.1.4.2. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the District. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the District's Representatives.

2.1.5. Project Schedule - 20 pts.

2.1.5.1. Provide a project schedule showing key project milestones and deliverables, consistent with the June 26, 2018 Addendum to the Agreement between the District and Project for Public Spaces ("PPS") attached as Exhibit B-2. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must reach full completion and shall not exceed a 60 day period after the Notice to Proceed has been issued by District. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates: (1) development of 2 to 3 Alternative Concepts for the Solot Block, (2) collaborate with PPS to establish Preliminary Cost Estimates, and (3) meet with PPS to narrow the Alternative Concepts to one (1) Preferred Alternate

Total Possible Points for SOQ Submittal:

100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the SOQ submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQ and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in the Services for this RFQ.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFQ:

200

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

DISTRICT STATE ZIP

DATE

WEB SITE:

E-MAIL ADDRESS:

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)

_____ Minority Business Enterprise (MBE)

_____ Disadvantaged Business Enterprise (DBE)

_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

EXHIBIT A

[List of Properties and Aerial Photograph]

SOLOT BLOCK

Tax Code	Address
125010490	2635 E Broadway
125090120	2631 E Broadway
125090130	2629 E Broadway
125090140	2627 E Broadway
125090150	2615 - 2617 E Broadway
125090160	2605 - 2609 E Broadway
125090170	2575 E Broadway
125090180	2563 E Broadway
125090190	2559 E Broadway
125090200	2555 E Broadway
12509021A/12509021B	2553 E Broadway
125090220	2549 E Broadway
125090230	2545 - 2547 E Broadway



Area Map Broadway BI



REAL ESTATE DIVISION

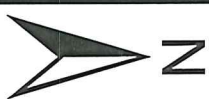


EXHIBIT B

Scope of Work – Solot Block

Preparation of preliminary concepts and preliminary design of improvements on the real properties listed and depicted in Exhibit A, consistent with the Placemaking Vision for Solot Plaza as presented by Project for Public Spaces (Exhibit B-1). This Scope of Work includes all of the tasks required of the District's architect(s) as specified in the June 26, 2018 Addendum to the Agreement between the District and Project for Public Spaces (Exhibit B-2).

Special Terms and Conditions

EXHIBIT B-1

[Project for Public Spaces Vision]

PLACEMAKING VISION

The mid-century shopping center called Solot Plaza is composed of 13 separate retail and commercial buildings set along Broadway. With the widening of the roadway, the distance to the curb will be reduced to 35' to 40' wide, thus precluding a parking lot. Rather than place a few parking spaces in front of the building, we are proposing to create a continuous walkable plaza with a planted buffer, seating and shade in front of the storefronts, while relocating the parking lot to the rear of the buildings. Share driveways from Broadway Boulevard and East 10th street should be secured with agreements to adjacent property owners to access the parking lot.

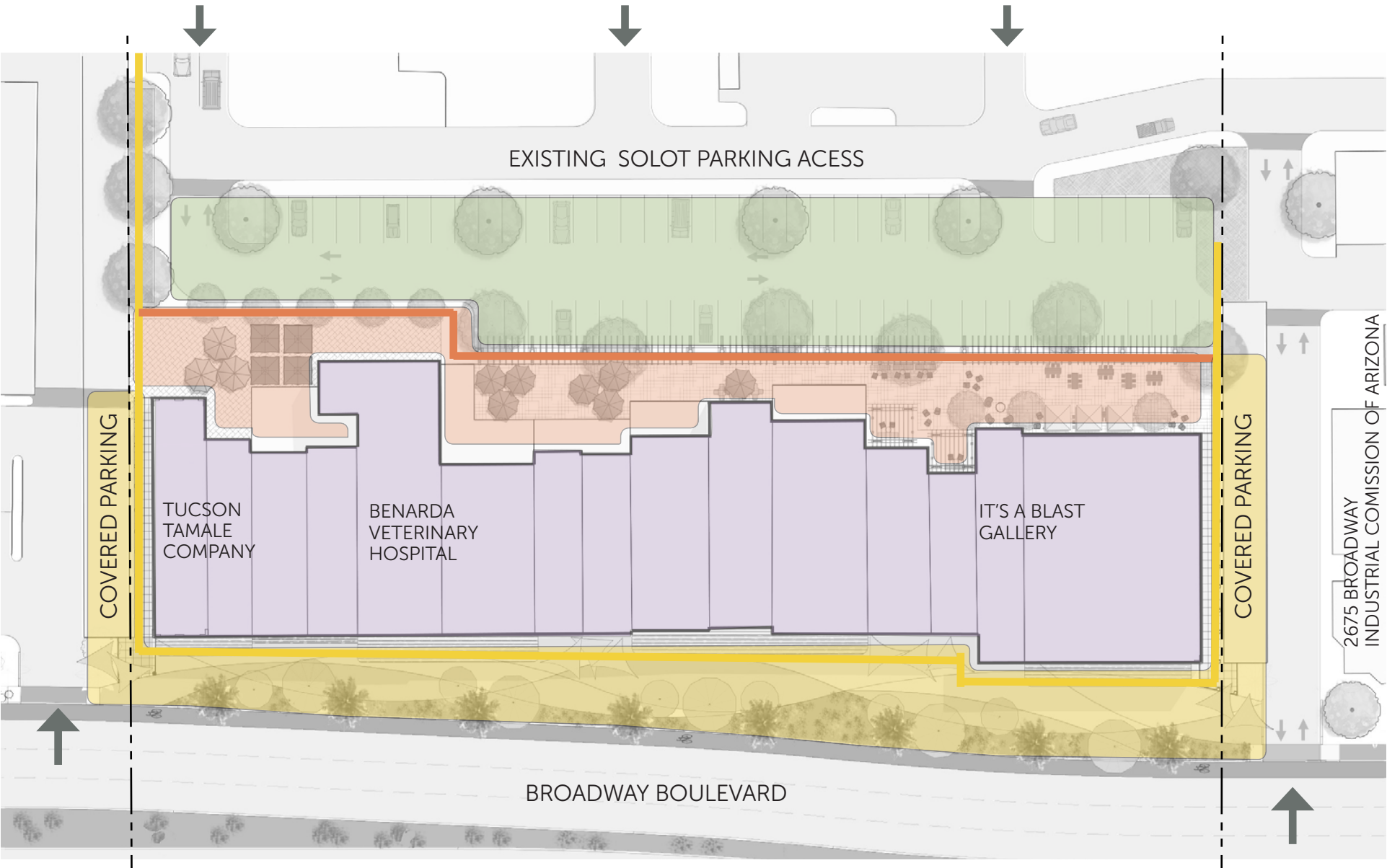
The buildings have a unique architectural character and we propose to retain the current commercial uses if feasible. It is important to connect the block to nearby shopping areas

along Broadway and to the residential neighborhoods. Solot Plaza should be integrated into a larger walkable area that will include other mid-century retail destinations such as the Haas block, the Inglis and Hirsch Shoes block, all within walking distance.



The Solot Plaza currently has a wide parking area directly in front of the store entrances. The new roadway alignment will eliminate the opportunity for parking in this area.

PROPOSED USES AND PROGRAMMING
SOLOT PLAZA



--- Property line

0 50' N

The shopping area at the Solot Block incorporates the area between Broadway boulevard and the buildings and the area behind the buildings.

Storefronts shopping frontage area

The Broadway Boulevard sidewalk should be designed to attract shoppers and be visible from the roadway. A main walkway along the storefronts will allow people to walk along the store windows in the shade and common garden and seating areas with shade will encourage the use of the plaza.

Solot Plaza back entrances

Each store could have a back entrance to ease access from the proposed consolidated parking lot in the rear of the buildings.

Solot businesses

Under ownership of Rio Nuevo, each of the buildings in Solot Plaza would host a distinct and local business which could utilize the outdoor amenities and attract a wide range of customers

Consolidated parking

A parking located in the back of the block will replace the parking lost to the widening of the roadway, and provide easy parking for Solot Plaza customers



The existing facade at 2629 Broadway is a good example of how an interesting facade treatment could provide storefront visibility and shade.



The shopping area at Solot Plaza incorporates the area between Broadway Boulevard and the buildings and the area behind the buildings.



Renderings of the Sunshine Mile from the 1950s show precast concrete shade awnings that add continuity between businesses, and can be adapted to suit 21st century needs



Activities and seating in the shade for the common areas in the rear and front of Solot Plaza.

LANDSCAPE CONCEPT PLAN FOR SOLOT PLAZA

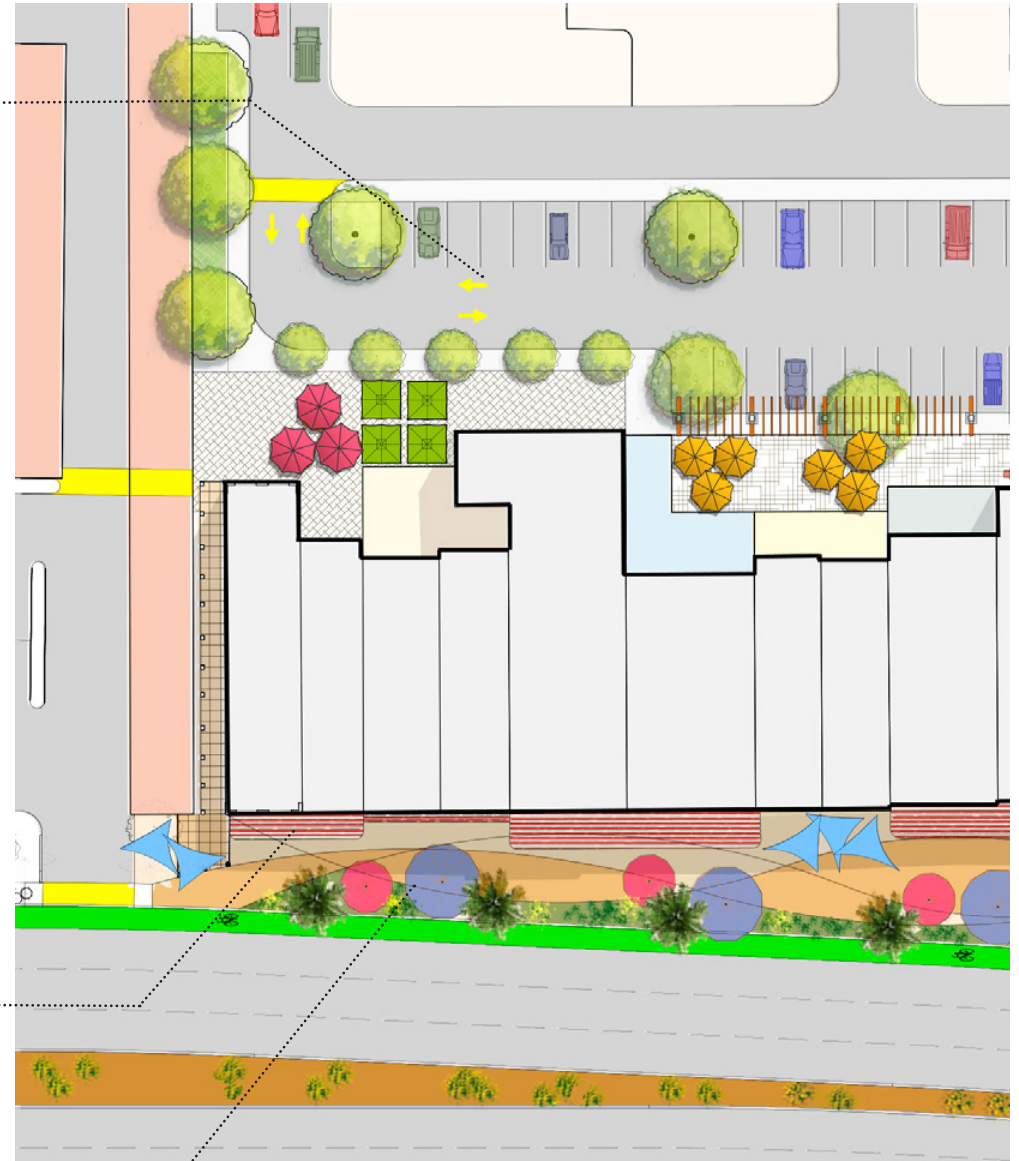
ONE EXAMPLE OF HOW THE COMMON OUTDOOR SPACE COULD BE DESIGNED

PARKING:

A parking lot with trees and permeable pavement located in the back of the building will replace the parking lost to the widening of the roadway. Wayfinding signage, and clear markings facilitates the access to retail. Places to store bikes could be provided to advantage bikers wanting to shop at Solot Plaza. Signage will clearly mark the entrance to the parking lot from Broadway.

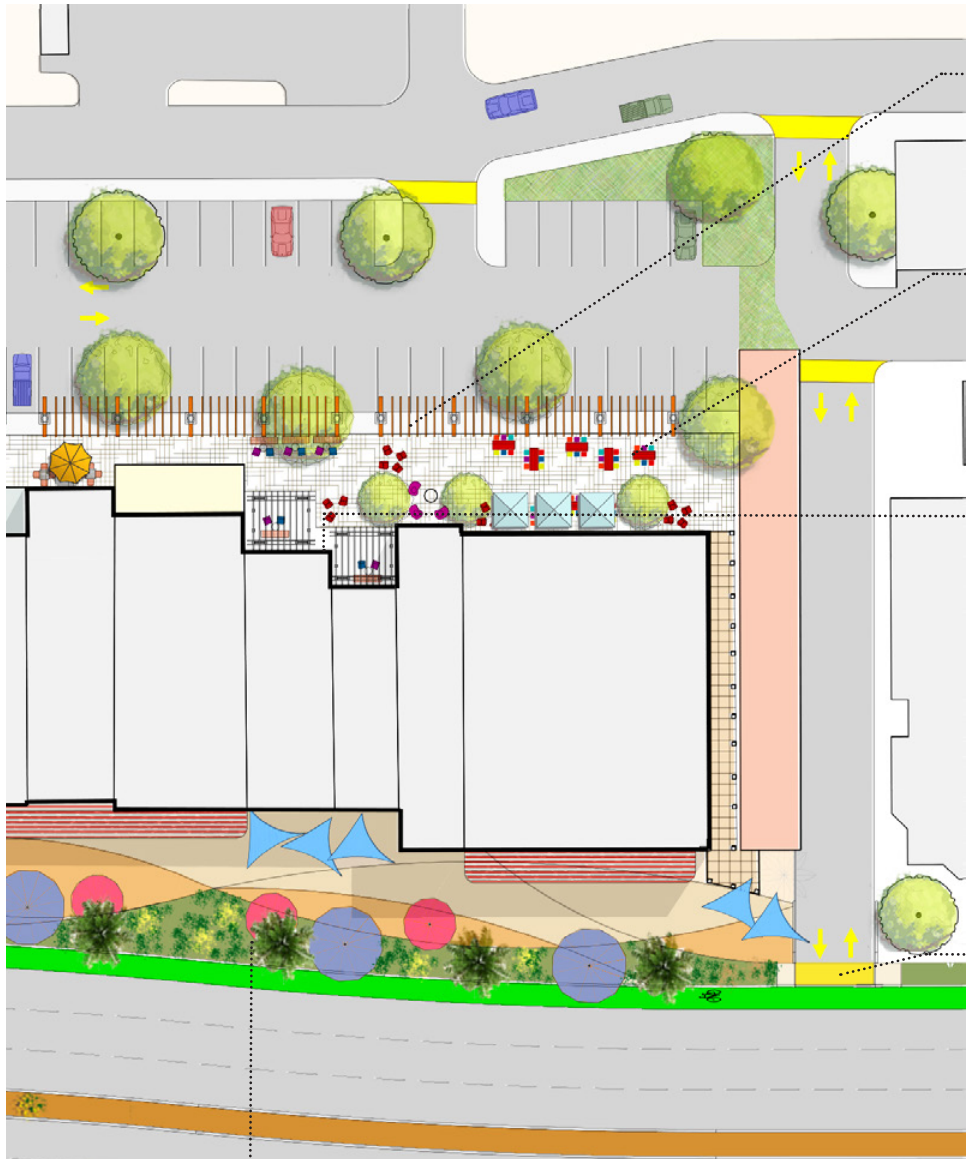
COMMON SPACES AND A WALKWAY ALONG BROADWAY:

Connect the entrances and the stores frontage zone with an accessible, paved walkway along the buildings. Shade from awnings or other architectural elements would make Solot Plaza a clear, walkable shopping destination and provide the needed exposure for the success of the storefronts. Having pedestrians along the side of the road would also encourage drivers to limit their speed.



FRONT SEATING AREA:

Shade elements such as the large concrete parasols from the mid-century period will be tall enough not to hide the building facades. Games, comfortable seating, art, and other elements could make the area a destination in itself.



PEDESTRIAN WALKWAY:

A clear pedestrian walkway system along the back of the stores allows easy access from parking and creates a cohesive plaza, as it informs the relationship between separate businesses

REAR TERRACES:

Terraces with pleasant seating and planting, along with shade underneath umbrellas, a pergola, or concrete parasols, would increase business and allow for shops and restaurants to utilize this space for outdoor dining or sales

REAR ENTRANCES:

Rear entrances to the stores could host a separate business from the storefront, or increase pedestrian traffic from parking as well as the sidewalk.

CLEARLY MARKED PEDESTRIAN CROSSWALKS:

Bright, visible crosswalks make walking safer while highlighting the pedestrian experience of Solot Plaza, and attracting the neighborhood and surrounding businesses to take advantage of the neighborhood's walkability

VERGE GARDENS:

A planted verge with palms and low planting will create a respite from the busy roadway separating the Plaza area from the traffic, and provide a safety buffer between cars and pedestrians.

VISION FOR SOLOT PLAZA

SOLOT PLAZA

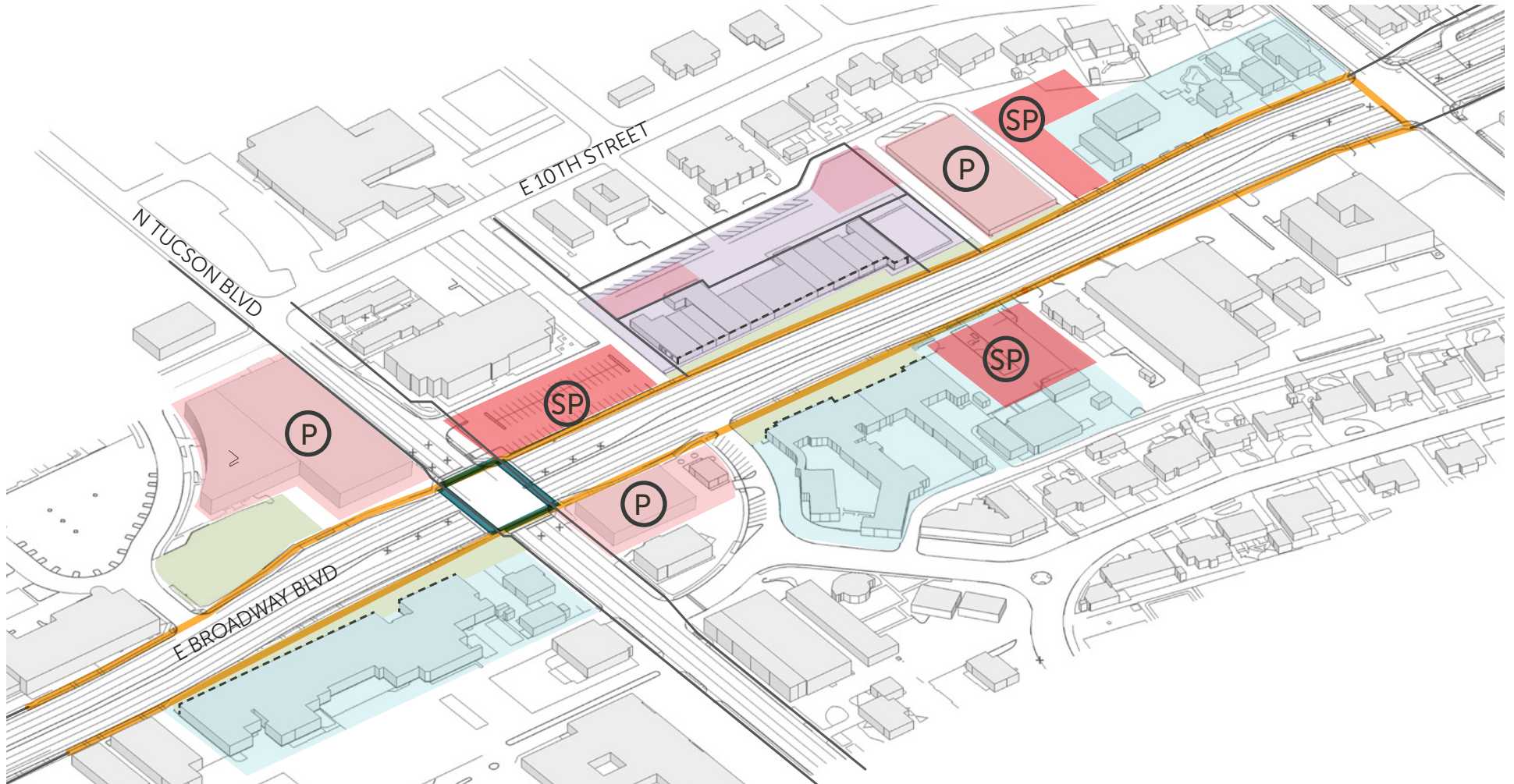


SOLOT PLAZA FACING BROADWAY

Although the expanding roadway reduces parking along the front of Solot Plaza, moving the parking to the back creates a wide pedestrian space that can be designed and managed to engage a diverse range of people and increase business in the area. The width of the sidewalk, along with the landscaped buffer next to the roadway, create a space that can be used for outdoor seating, easy accessibility, and events such as farmers markets or street fairs. The sidewalks along Treat Avenue and Tucson Boulevard give the Broadway sidewalk room to flow towards the back of the building, providing a clear route from parking to the street.

WALKABLE CLUSTER SURROUNDING SOLOT PLAZA

MID-CENTURY PLAZA RETAIL DISTRICT



- Block acquired by Rio Nuevo
- Work with property owners to create a walkable environment
- Opportunity for new development (business and parking)

- P Opportunity for structured parking
- SP Opportunity for shared parking
- Existing businesses (office or commercial)
- Existing community organization (church or school)

- Sidewalk loop on Broadway
- Pedestrian street crossing proposed

EXHIBIT B-2

[Project for Public Spaces Addendum]

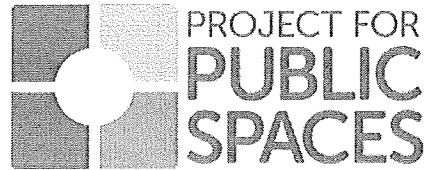


EXHIBIT B

June 26, 2018

ADDENDUM TO AGREEMENT AND SCOPE OF WORK

A Placemaking Detailed Vision Plan and Conceptual design plans for three major destinations (the 'Walkable Clusters') along the Broadway Corridor, Tucson, AZ

Fletcher J. McCusker
Chairman
Rio Nuevo Tax Increment Financing District
400 West Congress
Tucson, AZ 85701

Dear Mr. McCusker,

This letter comprises an addendum to the March 2017 agreement between Project for Public Spaces, Inc. (PPS) and the Rio Nuevo Tax Increment Financing District (Rio Nuevo) for additional work for the Broadway Corridor in Tucson. PPS completed the previous contracted work in December 2017 and we submitted the findings of our process in a report format.

PPS began its planning process in 2017 by engaging stakeholders and community members through a series of interviews and workshops. Participants expressed a desire to use this opportunity to revive Broadway Boulevard's role as a vital and attractive gateway into downtown Tucson.

Our additional proposed work with Rio Nuevo will focus on detailed block by block plans for three key 'walkable clusters' on the Broadway Corridor, identified by PPS and Rio Nuevo during the previous planning project. The selected walkable clusters are: the Historic Bungalow Block, Solot Block and the 'Donut Hole' Block.

In 2017 PPS prepared a program and vision plans for two of the three walkable clusters: the Historic Bungalow Block and the Solot Block. These plans provided suggestions about how to transform the two clusters into vibrant and unique destinations. Included in our report were landscape and urban plans, sketches and precedent images. PPS will develop a similar placemaking vision for the third destination: the "Donut Hole" Block. Additionally, we are planning to obtain consensus and ideas for the detailed block by block plans through stakeholder interviews, focus groups and other outreach techniques.

PPS will collaborate with the architectural firms pre-selected by Rio Nuevo to develop a block by block plan for the three selected destinations. The block by block plan will be developed with a level of detail necessary to obtain RTA approvals and property titles for these three areas.

PPS will be responsible for:

- a conceptual design that ties into the vision plan and a neighborhood-wide strategy
- proposed clusters' activation and programming
- pedestrian, bicycle and vehicular access to the walkable clusters, with parking strategies

PPS will produce detailed plans and 3D views for each of the blocks, and collaborate with and support the architectural firms regarding their deliverables.

The following is the Scope of Work for this Addendum. The Terms and Conditions of the initial Agreement still apply to this addendum:

SCOPE OF WORK

TASK 1: RECCOMENDATIONS FOR THE WALKABLE CLUSTER AT THE 'DONUT HOLE BLOCK'

During this task, PPS will develop a placemaking vision plan for the properties between Plumer and Smith Avenues, with scope and deliverables similar to our previous design work done for the Bungalow Block and the Solot Block. We will complete the 'Donut Hole Block' recommendations prior to the first trip so that we have a vision plan for the three blocks at the same level.

Task 1.1: Background Research

We will base our recommendations on the stakeholders and the community engagement done in 2017. Although this block was not a priority area during the outreach phase in 2017, so we did not get enough information during the engagement process. Because of the lack of public input we will conduct phone call interviews with the neighborhood associations in the area, the adjacent property owners, and with the historic preservation stakeholders, and we will request drawings and additional material from the city.

Participants: PPS, Client, Donut Block stakeholders

Task 1.2 Develop a Draft Vision

We will prepare a draft vision plan specific for this block, identifying opportunities, addressing the roles of the public spaces around the historic building, and proposing an initial high-level program of activities.

Participants: PPS

Deliverable: Draft Report

Task 1.3 Present Draft Vision

Task 1.4 Develop Final Placemaking Vision Plan and Report

A final placemaking plan with a long-term vision and programmatic suggestions will be described and illustrated in a report. Two perspective renderings of the vision will be prepared supplemented by benchmark images.

Participants: PPS

Deliverable: Report with graphic materials and benchmark images.

Client must supply base plans, maps and reports.

TASK 2 – STAKEHOLDER ENGAGEMENT

PPS will engage stakeholders in discussions regarding the three walkable clusters—the Historic Bungalow Block, the Solot Block, and the ‘Donut Hole’ Block—in order to prepare concept alternatives in Task 3.

Task 2.1: Preparation for Trip One

PPS will review documents and reports related to the sites including applicable policies and design guidelines. In preparing for Trip One, we will work with the Client to identify key stakeholders for each of the sites, set up focus groups and interviews, confirm the goals for the meetings, and schedule site visits. PPS will prepare a presentation of the 2017 Broadway Corridor Placemaking Vision Plan, as well as the “Donut Hole” Block, to present for discussion.

Participants: PPS team. Client will supply plans, maps and reports to review.

Deliverable: PPT from the previous phase and Task 1.

Task 2.2: Kick-Off Meeting with Rio Nuevo (Trip One)

PPS will attend kick-off meeting with the Client to confirm the project goals, and begin the outreach work.

Task 2.3 Interviews and focused working sessions with City Agencies and other key stakeholders.

PPS will conduct interviews and focus groups with key agencies and other city officials. The goal for the meetings is to elicit a variety of perspectives and ideas at a larger scale related to the project and to investigate municipal, state, zoning and other rules and regulations. As part of this additional outreach PPS will present the summary of the 2017 Placemaking Vision Plan and “Donut Hole” plan.

Partial list of key stakeholders:

City Planning -Zoning

Regional Transportation Authority (RTA)

Tucson Historic Preservation Foundation

Neighborhood Associations

University of Arizona

Participants: PPS, Client, key citywide stakeholders
Deliverable: Minutes of meetings/Summary of ideas

Task 2.4 Interviews with Local Stakeholders and Residents (Trip One)

PPS will conduct separate interviews with key stakeholders and focus groups *for each* selected walkable cluster. Additionally we will conduct a site visit with project advisors and stakeholders focusing on each of the blocks at a very detailed level, with the goal to elicit a variety of perspectives and idea.

Participants: PPS, Client, key local stakeholders
Deliverable: Minutes of meetings/Summary of ideas

TASK 3: ALTERNATIVE CONCEPT DESIGNS DEVELOPMENT

PPS will develop 2-3 alternative Concepts for each walkable cluster. We will collaborate with Rio Nuevo and the selected Architectural Firms in developing the concepts and ensure that the they meet public space goals identified in Task 2. will collaborate with the Architectural firms selected by Rio Nuevo and coordinate: building setbacks, opportunities for building preservation and reuse and for new development. We will provide landscape and urban design concepts, site accessibility, amenities and lighting, programs and uses, individualized management for each Block and partnerships. We will look at the public space located in each of the properties and the street public realm, alleys and parking.

Task 3.1 Development of a Draft Block-by-Block Programming Plan

Based on the information received in Task 2, PPS will prepare a revised draft programming document that describes long-term vision and programming strategies for key public spaces, streets and civic uses. The plan will include: programming diagrams illustrating building uses, public space activities, parking concepts, and connections to Broadway and the neighborhoods, and a discussion of the management implications of the proposed program;

Participants: PPS

Deliverable: A “bubble” diagram that illustrates the layout of the program on the site, a program matrix that lists proposed uses and activities, and when they would occur during the day, week and year, a list of potential programming partners.

Task 3.2 Presentation of Draft Programming Plan

Task 3.3: Preliminary Concept Designs

Using the recommendations from the stakeholder and community engagement and feedback on the programming plan, we will develop 2-3 alternate ideas for each of the properties included in the blocks, and for the surrounding areas. The concept plans will be presented in graphic form as a detailed, annotated plan for the buildings, the landscape, and the roadways.

The Conceptual Design plan may include:

- How the site can accommodate a variety of activities and uses at different times of day

- and year, (e.g. markets, performances, festivals, and more);
- Physical improvements to the existing buildings to accommodate the programs (possible plan and elevations showing proposed changes);
 - Integration with existing and new commercial or residential development along the Broadway Corridor—particularly ground floor uses;
 - Amenities such as seating, lighting and public art, as well as focal points and their locations;
 - Signage and wayfinding;
 - Recommended improvements to streets, sidewalks, pedestrian circulation;
 - Connections to adjacent areas;
 - Linkages to transit or trolley shuttle

Additionally we will:

Prepare a preliminary zoning analysis and an analysis of program requirements that could affect zoning or parking requirements.

Cost Estimate support: PPS will assist architects with preliminary cost estimates.

Participants: PPS, coordination with architectural firms

Management

Deliverables:

Conceptual plans, sections, 3D views, program and management suggestions as necessary for the Architectural Firms to submit documents for approvals.

Task 3.4: Presentation to Rio Nuevo and the Selected Architectural Firms (Trip 2):

We will prepare a Powerpoint summarizing the results of Phase 2 outreach and the block by block alternate placemaking plans, for discussion and information.

Task 3.5: Working meetings/sessions with the Architects selected for each of the Blocks (Trip 2):

We will meet with the architects selected for the Historic Bungalow Block, Solot Block and the 'Donut Hole' Block to discuss:

Narrow the choices to one preferred alternate

Participants: PPS, Rio Nuevo, Architectural Firms

Deliverables: Sketches and views, and summary of meeting.

Task 3.6 Refine and consolidate a Preferred Concept Design:

Following Trip 2 PPS will consolidate the concept plans into one preferred design.

Task 3.7 Final Conceptual Design Presentation to Rio Nuevo and the selected Architectural Firms (Trip 3):

During this third trip PPS will meet with the architects to finalize the concept designs.

TASK 4: DESIGN REVIEW AND ON-GOING DESIGN SERVICES

In order to ensure that the final product meets the objectives defined in the previous tasks and preserves the lacemaking vision, the PPS team will continue to work in an advisory capacity with the architectural and landscape architectural team who will be preparing the documents during design development and construction phases.

Participants: PPS, Rio Nuevo, Architectural and Landscape Architectural Firms in charge of the Construction Documentation.

Deliverables: Memos and sketches as needed to clarify our intentions, weekly team calls, and 2 in-person team meetings (Trips 4-5)

Task 5- Optional Task: Develop Public Space Management Strategy

If requested, PPS will prepare a proposal, with a public space/property management sub-consultant, to develop a management strategy for the new Sunshine Mile business district. We feel strongly that a coordinated management strategy is key for both property management and public space operations, programming, and maintenance.

STAFF

Project Director: Meg Walker, AICP, Director of Urban Design

Project Manager and design: Alessandra Galletti, Director of Design, Landscape Architect

Project and Urban Design: Josh Kent

Project Designer: Alina Bibisheva

SCHEDULE

PPS is available to begin work at the beginning of June 2018. Tasks 1 to 3 could be completed by September 2018, depending on the selected Architects' availability.

CLIENT RESPONSIBILITY

The Client Will be responsible for providing base plans, topographic surveys, Broadway Boulevard drawings and all other relevant background information for the project site. The Client will be responsible for convening stakeholders and city representatives for presentations and discussion focus groups, including the following tasks:

- finding and securing venues
- inviting participants• community outreach and/or invitations to ensure good public participation
- providing refreshments at focus groups

FEES

The cost for this scope of work is \$134,000, plus expenses, such as travel, printing and copying, which we estimate will be \$15,000. Any other services, meetings, or hours that are not covered in this project scope may be agreed upon beforehand, in writing, and will be reimbursed on an hourly basis. The fee will be billed monthly based on hours expended.

The fee breakdown per phase would be as follows:

Task 1: \$ 19,000
Task 2: \$ 25,000
Task3: \$ 74,000
Task 4: \$ 13,000
Task 5: TBD
Total labor: \$ 131,000
Expenses: \$15,000 (estimated)
Total: \$146,000

If you agree to the conditions of this agreement, please sign two copies, return one copy to us (a scanned signature is fine), and keep the second for your own records. Please send your return copy electronically to mwalker@pps.org.

Sincerely,



Meg Walker
Senior Vice President
Project for Public Spaces

This agreement is executed and entered into on the date below by:



Steve Davies
Executive Vice President
Project for Public Spaces

Fletcher McCusker
Rio Nuevo Tax Increment Financing District

June 26, 2018

Date

Date

EXHIBIT C

[Sample Professional Services Agreement]

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2018, between the Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district (the "District") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The District issued a Request for Qualifications, XX-XXXX "THE TITLE" (the "RFQ"), a copy of which is on file in the District's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for _____ (the "Services").

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the District desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

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

2. Term of Agreement.

2.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 201__ (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

2.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the District, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the District approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the District's signature thereon, which approval may be withheld by the District for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the District may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and

renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the District is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

4. Compensation. The District shall pay Consultant an amount not to exceed \$_____ .00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

5. Payments. The District shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

6. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the District, in writing, describing the reasons a safety plan is unnecessary. The District reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the District pursuant to this Agreement shall be the property of the District.

8. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire District residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the District. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the District of same and shall, subject to the concurrence of the District, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the District at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the District.

10. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The District has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The District has no obligation to provide tools, equipment or material to Consultant.

11. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the District and each council member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Agreement at the District's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Consultant. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant

from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the District as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the District and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the District 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The District, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the District with the necessary endorsements to ensure District is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant

shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the District.

13.4 State of Arizona Requirements. The Contractor shall be required to adhere to all additional conditions imposed by the State of Arizona.

14. Termination; Cancellation.

14.1 For District's Convenience. This Agreement is for the convenience of the District and, as such, may be terminated without cause after receipt by Consultant of written notice by the District. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the District to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the District upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the District to the Consultant for the undisputed portion of its fee due as of the termination date.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The District may cancel this Agreement without penalty or further obligations by the District or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The District may, by written notice to the Consultant, cancel this Agreement if it is found by the District that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the District for the purpose of securing this Agreement. In the event this Agreement is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The District is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then current fiscal year. The District's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the District concerning budgeted purposes and appropriation of funds. Should the District elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the District shall be relieved of any subsequent obligation under this Agreement. The parties agree that the District has no obligation or duty of good faith to budget or appropriate the payment of the District's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The District shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The District shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the District. Consultant hereby waives any and all rights to bring any claim against the District from or relating in any way to the District's termination of this Agreement pursuant to this section.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will 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 for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the

authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. District and Consultant do not intend to nor will they combine business operations under this Agreement.

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

15.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future District and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Consultant.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the District, signed by

the District Project Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

15.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the District. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the District to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the District's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of this Agreement.

15.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

15.12 Liens. All materials or services shall be free of all liens and, if the District requests, a formal release of all liens shall be delivered to the District.

15.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the District may offset from any money due to the Consultant any amounts Consultant owes to the District for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The District may offset from any money due to the Consultant any amounts Consultant owes to the District for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Rio Nuevo Multipurpose Facilities District
400 West Congress, Suite 152
Tucson, Arizona 85701
Attn: Fletcher McCusker

With copy to: GUST ROSENFELD P.L.C.
One South Church Avenue, Suite 1900
Tucson, Arizona 85701
Attn: Mark Collins

If to Consultant: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the District for the purpose of ensuring that information contained in its records or obtained from the District or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. 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 this Agreement.

15.15 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the

Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the District to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

15.17 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

15.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any District-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

15.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods and services from another source when necessary.

15.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the District, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The District assumes no responsibility for payment, performance or any

liability or obligation associated with any cooperative procurement under this Agreement. The District shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“District”

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
an Arizona tax levying public improvement district

Fletcher McCusker, Chairman

ATTEST:

Mark Irvin, Secretary

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On _____, 2018, before me personally appeared Fletcher McCusker, the Chairman of Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the District.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2018, before me personally appeared _____
_____, the _____ of _____,
a(n) _____, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

Special Terms, Conditions and Requirements:

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND

[Fee Proposal]

See following page(s).