

CITY OF TUCSON

NOTICE OF REQUEST FOR QUALIFICATIONS NUMBER 090068 PROFESSIONAL DESIGN SERVICES FOR 22ND STREET – KINO PARKWAY TO TUCSON BOULEVARD

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive TWO-STEP process to retain ONE (1) CONSULTANT to provide design services for 22nd Street – Kino Parkway to Tucson Boulevard for the Transportation Department and the Regional Transportation Authority (RTA).

COT 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. The firms determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract.

City of Tucson Affirmative Action Program requirements/procedures will be in effect. All firms interested in performing professional services for the City of Tucson must annually file an Affirmative Action Plan with the City of Tucson Office of Equal Opportunity Programs (OEOP). Please contact OEOP at 791-4593 to verify that your plan is still in effect or if you require additional information relative to filing an Affirmative Action Plan.

A complete copy of this RFQ and possible amendments may be obtained from our website at: www.tucsonaz.gov/procure. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4704, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ. 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 Department of Procurement 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 be returned unopened.** The City of Tucson 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:
SUBMITTAL LOCATION:

April 6, 2009 AT 4:00 P.M. LOCAL AZ TIME
Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

PRE-SUBMITTAL CONFERENCE DATE:
TIME:
LOCATION:

March 23, 2009
2:00 P.M., LOCAL AZ TIME
MAIN LIBRARY
101 N. STONE, Tucson, AZ 85701
LOWER LEVEL CONFERENCE ROOM

QUESTIONS SHALL BE DIRECTED TO:

MATT HAUSMAN
Principal Contract Officer
520.837.4123
matt.hausman@tucsonaz.gov
City of Tucson Department of Procurement
255 West Alameda, 6th Floor West
P.O. Box 27210
Tucson, AZ 85726-7210

March 6th & March 13th, 2009
Publish Dates

SCOPE OF WORK

22ND STREET – KINO PARKWAY TO TUCSON BOULEVARD

1. INTRODUCTION

The City of Tucson Department of Transportation seeks consultant services associated with the design of 22nd Street between Kino Parkway and Tucson Boulevard. This is a Regional Transportation Authority (RTA) project, with funding available in the first three periods of the program.

Offerors should be aware that the intersection of Kino Pkwy and 22nd is specifically excluded from this RFQ with that design effort being undertaken separately by AECOM under a different contract. However, cooperation and coordination between the two projects will be necessary.

Development of a consultant team for this project should be multi-disciplinary and include expertise in all appropriate areas of urban roadway design. Firms submitting qualifications for this project should include specific project examples to illustrate their experiences in the various areas of work that this project will encounter.

2. PROJECT LOCATION

Sections 17, 18, 19, and 20 of Township 14 South, Range 14 East, in Tucson, Arizona.

3. PROJECT DESCRIPTION

The proposed improvements to this reach of 22nd Street include widening to a six-lane, divided cross-section from just east of Kino Parkway to Tucson Boulevard. Replacement of the existing bridge structure over the Union Pacific Railroad main yard and over the Barraza-Aviation Parkway is also included in this project. Documents previously prepared by AECOM include the Alternative Alignment Report, which can be found at <http://dot.ci.tucson.az.us/projects/kino22nd/pdfs/AAR%20Wdng%20Kino-Tuc%208-25-08.pdf>. This report was approved by Mayor & Council in November 2008. The other document available for perusal is the Structure Selection Report for the bridge over the UPRR tracks, and can be found at <http://dot.tucsonaz.gov/projects/kino22nd/pdfs/Draft%2022nd%20over%20UPRR%20Structure%20Type%20Selection%20Report012309.pdf>. This document is still being reviewed by UPRR representatives, but it is expected to be finalized before this contract commences in the Spring of 2009.

4. PROJECT UNDERSTANDING AND APPROACH

Project Understanding and Project Approach will be an important element of the selection effort. It will be incumbent upon the consultant team to indicate a comprehensive understanding of the issues affecting this project, including the design and construction aspects of the UPRR bridge replacement. The consultant's proposal should be comprehensive and demonstrate the team's ability to perform in each phase of the project. The consultant is advised that the following disciplines are considered to be essential to the successful completion of this project:

- Civil Engineering (including Roadway Geometric Design)
- Structural Engineering
- Hydrologic and Hydraulic Analysis
- Landscape Architecture
- Traffic Signal and Street Light Design
- Signing and Pavement Marking Design
- Right-of-Way and Boundary Survey
- Geotechnical Engineering
- Public Involvement
- Right of Way Acquisition and Relocation Services

5. ADDITIONAL PROJECT ELEMENTS

Land Use

A Land Use Plan is being prepared by AECOM as part of the planning effort for this roadway segment. It will be part of the Environmental Design & Mitigation Report, currently scheduled to be completed in Summer 2009. Knowledge of this plan, or lack thereof, will not be a consideration in this consultant selection; however, the selected consultant team will be expected to apprise themselves of the document and abide by its recommendations during the design effort.

Environmental Activities

The City of Tucson will utilize its on-call environmental consultant contracts for this project. As such, this particular discipline should not be included on any proposed teams.

Public Art

Public Art will be included with this project. The consultant will be expected to accept the project artist as part of the project team, but no specific experiences need be discussed in the proposal.

Budget

This project is funded as part of the 22nd Street Corridor element of the RTA, which has a total budget of approximately \$108 million.

Consultant Selection

Consultant selection will be a two-step process and shall be based upon demonstrated knowledge of the work required; specific project examples on similar projects; present on-going work with all local jurisdictions (including executed contracts and contracts currently being negotiated); availability of team members to complete work in a timely manner; and experience with the procedures needed to properly complete the planning and design requirements for the City of Tucson. All work shall comply with the design standards of the applicable jurisdiction, or as jointly agreed upon by said jurisdictions. Each proposal should also describe the experience of key personnel and sub consultants who will be performing work on this contract. Project Understanding and Project Approach should not be discussed in the initial proposal submittal.

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 City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City 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 5 copies (6 total) 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 City 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 City of Tucson Department of Procurement at the 6th Floor, 255 West Alameda, Tucson, Arizona 85701 (mailing address: P.O. Box 27210, Tucson, AZ 85726-7210). 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 Contract Officer whose name appears on the front side of this document. **The offeror shall not contact or ask questions of the department for whom the requirement is being procured.** Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer'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 City may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror, the City 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 City is not able to negotiate successfully with the next ranked Offeror, the City 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 Procurement Director to the Offeror whose submittal and subsequent negotiation is most advantageous to the City.
6. **AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the City 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 City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Procurement. 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:** In accordance with Tucson Procurement Code, Article III. Sec. 28-17(4). *Late Bids.* 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 may be obtained from the City of Tucson website at: www.tucsonaz.gov/procure. 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) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ. The City of Tucson 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 Procurement Director should be so advised in writing. The City 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 must be included.
14. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, 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 City based upon the contract provisions contained in the City'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 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 or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.
16. **VENDOR APPLICATION:** Prior to the award of a contract, the successful offeror shall have a completed vendor application on file with the Department of Procurement.

SELECTION PROCESS

A. Evaluation Requirements

In accordance with City of Tucson Design & Construction Division policy, proposal evaluation criteria are listed below. The evaluation will be conducted in accordance with the following plan:

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

- Experience and Qualifications of Team
- Firm Experience on Similar Projects
- Qualifications of the Firm
- Available Resources to Complete the Project
- Past Performance (see below)

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

Points shall be assigned according to the above listed criteria. After the points are assigned and the scores are normalized to 100, Local Preference Points are assigned (see below for description). The firms will then be ranked and the City may enter into negotiations with the top ranked firm as described in paragraph 5 of the "Instructions to Offerors" section of this solicitation for a one-step solicitation. For a two-step solicitation, the top ranked firms will be invited to participate in the interview process.

2) Preference Points

There are TWO categories under which firms can receive preference points: 1) Local Firm Classification, 2) Least Previous Work.

a. Local Firm Classification

Five preference points will be awarded to i) firms headquartered in Pima County that will perform at least 90% of the work using Pima County residents, and ii) firms headquartered elsewhere that have had an office in Pima County continuously for at least 5 years that will perform at least 90% of the work using Pima County residents. Firms headquartered elsewhere that have an office in Pima County for less than five years that will perform at least 90% of the work using Pima County residents will be awarded three preference points.

To be eligible for any local classification points, a firm must have had an office in Pima County for a minimum of 12 months prior to the submittal date specified in the legal notice for the project.

b. Least Previous Work

Least previous work local preference points shall be applied only in cases where the estimated consulting fee is \$200,000 or less. Least Previous Work preference points are available to each of the three top ranked firms if the firm meets the criteria under either i) or ii) below:

- i) The firm has received either three or five local firm classification points, or
- ii) The firm has not received local firm classification points because they are not able to perform 90% of the work using Pima County residents, however the firm has had an office in Pima County for at least five years.

NOTE: DUE TO THE ANTICIPATED AMOUNT OF THE DESIGN FEE, Least Previous Work Points WILL NOT be used in evaluating the proposals.

The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

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. A page is one side of an 8 1/2" x 11" sheet (minimum font size is 11).

1. **COVER LETTER** expressing interest in available projects. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 Pages maximum)
2. **EVALUATION CRITERIA** (Items 1 through 9) Answers to questions 6 through 9 shall be limited to completing the forms as described if applicable. It is preferred the answers to questions 1 through 5 be limited to 10 pages including graphs, charts, schedule and any other associated material, but excluding resumes.

EVALUATION CRITERIA

Firms will be screened based on evaluation of the following criteria, which are listed in relative order of importance.

- Experience and Qualifications of Team
- Firm Experience on Similar Projects
- Qualifications of the Firm
- Available Resources to Complete the Project
- Past Performance (see below)

1. EXPERIENCE AND QUALIFICATIONS OF TEAM

Provide experience and qualifications of key team members 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. Include qualifications of any critical subconsultants or subcontractors. Please include the following:

- Submit the titles and names of the people (including potential sub-consultants) the offeror proposes to furnish and a listing of their qualifications and accomplishments.
- For each proposed member of the Consultant Team, provide a minimum of three (3) references (including contact name and phone number).
- Describe the qualifications/experience of the consultant team. Provide recent experience of the team in similar type and size projects and/or are they a recognized specialist as identified in the Scope of Work.
- Describe the team's knowledge of COT's policies and procedures, standard design specifications, and applicable federal, state and local laws and regulations.
- Provide a listing of municipalities for whom the team has provided services in the past three (3) years (including contact name and phone number).

2. FIRM EXPERIENCE ON SIMILAR PROJECTS

Provide the experience of the proposed firm on similar projects. Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted.

3. QUALIFICATIONS OF FIRM

Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of a project on schedule and within budget. Please include the following items in your response:

- How many years and how many projects has the proposing firm been engaged in that are similar to those identified in the Scope of Services.
- Provide the firm's policies and procedures for the development of construction documents, reports, studies, etc.
- Provide an organizational chart of your firm.
- Describe the technical capabilities of your firm's office, which is closest to Tucson, Arizona.

4. AVAILABLE RESOURCES TO COMPLETE THE PROJECT

Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources.

5. PAST PERFORMANCE

Past Performance shall be scored by the committee based upon all information from City Departments, Project Managers, outside agencies, and references provided by the consultant. No response specific to this criteria is required.

6. CITY OF TUCSON CONTRACTS - WORK IN PROGRESS:

Attach a list of all applicable contracts with the dates of award, project names, COT contract number, using department, and amount of total contract fees for any work in progress as of the submittal date, including joint ventures, awarded to your firm by the City of Tucson. For joint ventures, indicate the dollar amount allocated to your firm as well as total contract amount. Enter total dollar amount of work listed below:

\$ N/A

7. CITY CONTRACTS - LAST FIVE YEARS:

Attach a list of all applicable contracts with the dates of award, project names, COT contract number, using department, and total amount of fees for all work, including joint ventures, awarded to your firm by the City of Tucson during the last five calendar years (5 years prior to submittal date). For joint ventures, indicate the dollar amount allocated to your firm as well as the total contract amount. Enter total dollar amount of contracts listed below:

\$ N/A

NOTE: DUE TO THE ANTICIPATED AMOUNT OF THE DESIGN FEE, Least Previous Work Points WILL NOT be used in evaluating the proposals.

8. LOCAL FIRM STATUS:

Complete the following information to indicate local firm status:

Consulting Firm: _____

Location of Firm Headquarters: _____

Office Established in Pima County: Date: _____ Number of Years: _____

Percentage of Work to be performed in Pima County by Pima County

Residents: _____

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT.

AUTHORIZED SIGNATURE

DATE

9. AFFIRMATIVE ACTION PLAN/AFFIRMATIVE ACTION FORMS COMPLIANCE:

City of Tucson Affirmative Action Program requirements/procedures will be in effect. All firms interested in performing professional services for the City of Tucson must annually file an Affirmative Action Plan with the City of Tucson Office of Equal Opportunity Programs. Please contact the Office of Equal Opportunity Programs at 791-4593 to verify that your plan is still in effect or if you require additional information relative to filing an Affirmative Action Plan. Consultants must sign the compliance statement below confirming that an approved Affirmative Action Plan is currently on file or has been filed prior to the submittal deadline.

To be considered for this project, firms are required to have on file with the City of Tucson Office of Equal Opportunity Programs a copy of the following three Affirmative Action forms. It may be necessary to file new forms only in the event that the forms currently on file have expired.

(1) Current AA Plan

(2) AA Questionnaire

(3) Employment Utilization Report

STATEMENT OF COMPLIANCE

AFFIRMATIVE ACTION PLAN/ AFFIRMATIVE ACTION FORMS

An Affirmative Action Plan is on file or was placed on file prior to the submittal due date, with the City of Tucson. The required Affirmative Action Forms are up to date and on file with the Office of Equal Opportunity Programs.

Signature and Title

Date

Printed Name and Title

SPECIAL TERMS AND CONDITIONS

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

2. INSURANCE PROVISIONS

COVERAGE AFFORDED

Worker's Compensation

Commercial General Liability
Insurance
Including:

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

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

LIMITS OF LIABILITY

Statute

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

\$500,000 (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 CITY OF TUCSON & REGIONAL TRANSPORTATION AUTHORITY (RTA) 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 City of Tucson, Department of Procurement, A/E Contracts Division, P.O. Box 27210, Tucson, Arizona 85726-7210.
3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.
4. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City 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 City may require a copy of the professional liability insurance policy to verify coverage.

6. **OTHER CONTRACTS:** The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.
7. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

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

8. **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.

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 City 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. **City** - The City of Tucson, Arizona, 255 W. Alameda, Tucson, AZ 85701
 - B. **Agency or User Department** – Used interchangeably to mean the City department or division responsible for managing the professional services contract for the project.
 - C. **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the City of Tucson.
 - D. **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
 - E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - F. **Contract** - The legal agreement executed between the City of Tucson, AZ and the Consultant/Firm.
 - G. **City Project Manager** - The City employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract. Also referred to as City Designated Contract Representative.
 - H. **Director of Procurement** - The contracting authority for the City of Tucson, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Tucson, AZ.
2. **NOTICE TO PROCEED:** The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
3. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this Contract and its scope of services.
4. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action

arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

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

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

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

5. ADDITIONAL COMPENSATION

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

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

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

- 7. DRAWING, STANDARD DETAILS, ETC.:** City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

- 8. ADVICE AND CONSULTATION:** The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

- 9. PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

10. TIME RECORDS: The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

11. PROTEST PROCEDURE: Should a firm believe that the City has not properly followed the selection procedures as outlined in Administrative Directive 3.06-02, the firm may file a protest as described in the Administrative Directive 3.06-2.

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

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

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

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

13. TERMINATION OF CONTRACT:

- A. The City may terminate this Contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of the City, the City shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- C. If the termination is for failure of the Consultant to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the City.
- D. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

- E. The rights and remedies of the City provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

14. SUSPENSION OF WORK:

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

15. ARBITRATION: It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration.

The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

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

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

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

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

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

19. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

20. PATENT INFRINGEMENT: The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter,

or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

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

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

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

- i. Part A. Employment Information Report
- ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile

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

22. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
23. **CONFIDENTIALITY OF RECORDS:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
24. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City amending. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.
25. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
26. **CONTRACT:** The Final Contract document shall be written and shall be based upon the Request for Qualifications and/or the Request for Proposal issued by the City, the offer submitted by the Consultant in response to the Request for Qualifications and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions,

specifications and other requirements set forth within the text of the Request for Qualifications and/or the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

27. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson City Charter and Code.

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

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

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

29. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

30. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

31. **INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

32. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the City's Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The City shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the City's position within 15 days of receipt of written notice by the Consultant.

33. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not sub-consultants are used. The City shall not unreasonably withhold approval and shall notify the Consultant of the City's position within 15 days of receipt of written notice by the Consultant.

34. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
35. **ACKNOWLEDGMENTS:** Consultant acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City, shall not alter or affect the obligations of the Consultant or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
36. **INDEMNIFICATION:** Consultant shall indemnify and hold harmless the City and the Regional Transportation Authority (RTA), its Mayor and Council, appointed boards and commissions, officials, officers, and employees and insurance carriers, individually and collectively from any and all claims, demands, suits, actions, proceedings, loss, cost, subrogations and damages of every kind and description, attorney's fees and/or actions of any kind, which may be brought or made against or of any person, resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of either: (1) the consultant's negligent performance of the terms of this contract, or, (2) any of the Consultant's negligent acts or omissions. The Consultant's obligation under this section shall not extend to any liability caused by the sole negligence of the City or its employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
37. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
38. **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
39. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the City.
40. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of a Consultant or sub-consultant which is related to the performance of any contract as awarded or to be awarded.
41. **WORK SCHEDULE:** The consultant shall adhere to any and all work schedules developed under this contract.
The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the City for review and approval. It shall be the sole option of the City to approve any such requests. The City shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
42. **FORCE MAJEURE:**
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.

43. **INSPECTION:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.

44. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

45. **BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

46. **PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:

- A. Army Corp of Engineers 404 Permit
- B. ADOT Permits
- C. Southern Pacific Railroad permits
- D. Arizona Department of Water Resources dewatering permit
- E. City of Tucson permits
- F. Federal, State and City authorizations
- G. ADEQ Permits
- H. Agricultural and Horticultural permits
- I. FAA permits

47. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

48. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

49. **SUBSEQUENT EMPLOYMENT:** The City may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

50. **SMALL/MINORITY/WOMAN BUSINESS ENTERPRISE:** Consultant agrees to give Small/Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
51. **PROJECT COMPLIANCE:** At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract. Therefore, the Consultant should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Consultant to alert the City of any deviation from this requirement. (Note: It is the Consultant's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. The inclusion of this list is for informational purposes only and is not intended to be all inclusive).

FEDERAL:

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. FHWM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
10. FHWM 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 Building Code of the City of Tucson
 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.
52. **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.
53. **E-VERIFY:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
54. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-397:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-397. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and agrees to enter into negotiations with the City 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: _____

E-mail: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title