



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1  
RUDY MOLERA  
District 2  
JOHN MAYNARD  
District 3

### **PUBLIC NOTICE OF MEETING**

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **WEDNESDAY, September 7<sup>th</sup>, 2016** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

**Notice is further given that one or more member of the Board of Supervisors may attend this meeting telephonically.**

The Board of Supervisors may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3).

Dated this 2<sup>nd</sup> day of September, 2016.

*Melinda Meek, Clerk  
Board of Supervisors*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
District 2

JOHN MAYNARD  
District 3

### A G E N D A

**September 7, 2016 at 9:30 a.m.**  
**Santa Cruz County Complex**  
**2150 N. Congress Drive, Room 120**  
**Nogales, AZ 85621**

**A. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**B. ADOPTION OF AGENDA**

**C. CALL TO THE PUBLIC:**

"This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date."

**D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

**E. DEPARTMENT REPORTS AND ACTIVITIES**

1. Finance: cash & investments, expenditures & revenues reports

**F. FLOOD CONTROL**

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

**G. ACTION ITEMS**

1. Personnel, authorization to reclassify Secretary position to Accounting Specialist position; waive of hiring freeze and authorization to fill vacant Accounting Specialist position (Req: Alfredo I. Velasquez) \_\_\_\_\_
2. Personnel, waive of hiring freeze and authorization to fill vacant: \_\_\_\_\_
  - a. Chief Deputy position (Req: Alfredo I. Velasquez) \_\_\_\_\_
  - b. Equipment Operator position (Req: Jesus Valdez) \_\_\_\_\_
3. Discussion/possible action to approve Amendment to the Agreement between Mariposa Community Health Center and Santa Cruz County School Superintendent's Office for Santa Cruz County Adolescent Wellness Network (AWN) (Req: Alfredo I. Velasquez) \_\_\_\_\_
4. Discussion/possible action to approve Modification No. 1 to the Subaward Agreement between Arizona Board of Regents, University of Arizona and Santa Cruz County Superintendent of Schools (Req: Alfredo I. Velasquez) \_\_\_\_\_
5. Discussion/possible action to approve Intergovernmental Agreement with the Town of Marana for incarceration of municipal prisoners (Req: Sheriff) \_\_\_\_\_
6. Discussion/possible action to approve Sub-recipient Agreement 15-AZDOHS-HSGP-150406-02 Amendment #1 between the Arizona Department of Homeland Security and Santa Cruz County Emergency Management (Req: Ray Sayre) \_\_\_\_\_
7. Discussion/possible action to approve Professional Services Agreement with Willdan Homeland Solutions for the revision of the Family Reunification Plan (Req: Shelly Jacobs) \_\_\_\_\_
8. Discussion/possible action to approve Professional Services Agreement with Coordinated Consulting Services, LLC for the revision of the Medical Surge Plan (Req: Shelly Jacobs) \_\_\_\_\_

9. Discussion/possible action to approve Professional Engineering Services with The WLB Group Inc. for the Kipper Street Design Project in the amount of \$64,600.00 (Req: Jesus Valdez) \_\_\_\_\_
10. Discussion/possible action to approve Professional Engineering Services with Psomas for the Kino Springs Wash Structure Design Project in the amount of \$37,559.37 (Req: Jesus Valdez) \_\_\_\_\_
11. Discussion/possible action to approve Professional Engineering Services with Kimley-Horn & Associates Inc., for the Lito Galindo/West Frontage Intersection Improvements in the amount of \$58,508 (Req: Jesus Valdez) \_\_\_\_\_
12. Discussion/possible action to enter into Professional Services Contract with the Southeastern Arizona Governments Organization (SEAGO) for Administration of the Colonias Set-Aside CDBG contract for the Nogalitos Wastewater Drainage Project if awarded (Req: Mary Dahl) \_\_\_\_\_
13. Discussion/possible action to adopt Resolution No. 2016-10 Committing to the Stepping Up Initiative Call to Action to reduce the number of people with mental illness in jails (Req: Chairman Molera) \_\_\_\_\_
14. Discussion/possible action to adopt Resolution No. 2016-11 Committing to the Rural Impact County Challenge Call to Action to reduce the number of Children Living in Poverty (Req: Vice-Chairman Ruiz) \_\_\_\_\_
15. Discussion/possible action to approve Proclamation in support of Mexico's Independence Day (Req: Vice-Chairman Ruiz) \_\_\_\_\_
16. Discussion/possible action to approve a letter to the U.S. Department of Justice expressing concern over proposed rules requiring local government websites to be ADA compliant (Req: Jennifer St. John) \_\_\_\_\_
17. Discussion/possible action to approve Proclamation declaring September 26 - October 2, 2016 as Diaper Need Awareness Week (Req: Jennifer St. John) \_\_\_\_\_
18. Discussion/possible action to approve Intergovernmental Agreement with the Town of Patagonia for Animal Control Services (Req: Jennifer St. John) \_\_\_\_\_
19. Discussion/possible action to approve Full Service Maintenance Agreement with Gruber Power Services for uninterruptible power systems within the Adult & Juvenile Detention Facilities (Req: Jennifer St. John) \_\_\_\_\_
20. Discussion/possible action to approve Canvass of the results of the 8/30/16 Primary Election (Req: Elections Director) \_\_\_\_\_
21. Discussion/possible action to approve Applications for Fireworks Display: (Req: Sheriff)
  - a. Santa Cruz County Fair, September 17, 2016 \_\_\_\_\_
  - b. Tubac Golf Resort, October 15, 2016 \_\_\_\_\_
22. Discussion/possible action to approve Application for Extension of Premises/Patio Permit (permanent): Italian Peasant Tubac, AZ (Req: Clerk) \_\_\_\_\_
23. Discussion/possible action: request recommendation of approval of Applications for Liquor Licenses: (Req: Clerk)
  - a. Lakeside Market, Nogales \_\_\_\_\_
  - b. Route 82 Brew-Pub, Sonoita \_\_\_\_\_
  - c. Pizza E Vino, Rio Rico \_\_\_\_\_
  - d. Y'all Come Back Saloon, Rio Rico \_\_\_\_\_
24. Discussion/possible action to approve Certificate of Removal and Abatement of Taxes and/or Penalty for Parcel # 105-22-145 - Dexter Real Estate Inc., \$20,271.36 (Req: Treasurer) \_\_\_\_\_
25. Discussion/possible action to approve Bond for Duplicate Warrant #4-644605 in the amount of \$795.00 dated 6/23/16 payable to Loree Johnson (Req: Clerk) \_\_\_\_\_
26. Demands \_\_\_\_\_
27. Approval of Minutes: 12/02/15 \_\_\_\_\_

**H. ADJOURNMENT**

**Posted: 9/2/16 at 3:26 p.m. by LT**

Melinda Meek, Clerk of the Board

The Board of Supervisors may vote to hold an executive session for the purpose of obtaining legal advice from the Board's Attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A) (3)

## CASH AND INVESTMENT REPORT

September 7, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	<b>GENERAL FUND</b>	\$ 1,034,808	\$ 71,608	6,236,557.55	\$ 7,271,366
225	101	J.P. #1 TIME PAYMENT FEES	43,439			43,439
245	102	J.P. #2 TIME PAYMENT FEES	(5,098)			(5,098)
262	103	J.C.E.F. COURT FEES	135,820			135,820
181	106	EXPED. CHILD SUPPORT & VISITATION	79,283			79,283
180	107	CLERK SUPERIOR COURT RETRIEVAL	80,064			80,064
182	108	SPOUSAL MAINTENANCE FUND	12,429			12,429
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(64,100)			(64,100)
126	111	ATTORNEY'S DIVERSION PROGRAM	6			6
127	112	VICTIM RIGHTS NOTIFICATION	1,030			1,030
128	113	BAD CHECK COLLECTION	(2,349)			(2,349)
130	116	COST OF PROSECUTION	19		199.74	218
184	118	DOMESTIC REL. ED. MEDIATION FD	9,540			9,540
258	119	DOMESTIC REL. ED. CHILD ISSUES	448			448
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	97,621			97,621
111	128	RETRIEVAL CONVERSION FUND	87,107		182,582.38	269,690
227	133	CIRCLES OF PEACE	4,828			4,828
203	134	LEPC GRANT	3,269			3,269
112	135	TAXPAYERS' INFORMATION FUND	59,389			59,389
204	137	PRE-DISASTER MITIGATION	0			0
205	139	DOMSTC PREP HAZRD MAT TRAINING	0			0
132	141	FILL THE GAP (ATTORNEY)	9,935			9,935
110	142	ASSESSOR'S RETRIEVAL	67,610			67,610
133	143	5% FTG ALLOC-C.A. 21.61%	31,754			31,754
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	7,557			7,557
151	151	FEDERAL PROGRAM INCOME-CA	(2,471)			(2,471)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	75,343			75,343
155	156	SLOT GRANT- COUNTY ATTORNEY	(9,449)			(9,449)
676	191	SCHOOL FOREST FEES FUND	13,275			13,275
677	192	EARLY LEARN-LEARNING TOGETHER	13,902			13,902
679	194	READING FIRST-TECH ASSISTANT	5,876			5,876
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	95,498			95,498
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	57,037			57,037
120	204	OLD COURTHOUSE FUND	(5,391)			(5,391)
<b>105</b>	<b>205</b>	<b>ROAD FUND</b>	<b>1,522,155</b>		<b>662,652.71</b>	<b>2,184,808</b>
625	206	WASTE TIRE GRANT (ADEQ)	122,149			122,149
600	207	ANIMAL CONTROL FUND	(88,161)			(88,161)
601	208	STERILIZATION ENFORCEMENT FUND	36,637			36,637
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(45,204)			(45,204)
135	211	A.C.J.C. PROSECUTION #20	(5,619)			(5,619)
136	212	RESTITUTION--VICTIM COMP	20,172			20,172
138	214	ATTY'S VICTIMS COMP. FUND	0			0
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(10,560)			(10,560)
139	219	ATTORNEY'S ENHANCEMENT FUND	(50,127)			(50,127)
282	221	JUVENILE PROBATION FEES	107,403		24,956.33	132,359
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	13,564			13,564
308	224	ADULT PROBATION FEES	284,584		96,616.60	381,201
140	225	VICTIM ASSISTANCE GRANT	(2,901)			(2,901)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	89,612		3,765.34	93,377
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	21,763			21,763

300	231	COMMUNITY PUNISHMENT PROGRAM	42,049		42,049
274	232	JCEF-JUVENILE INTENSIVE PROB.	0		0
250	233	CASA PROGRAM FUND	1,419		1,419
273	234	JUVENILE INTENSIVE PROBATION	11,289		11,289
310	235	ADULT INTENSIVE PROBATION	19,027		19,027
276	236	STANDARD PROBATION	12,720		12,720
301	237	STATE AID ENHANCEMENT GRANT	32,886		32,886
304	238	DRUG ENFORCEMENT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES	5,379	48,128.56	53,508
330	240	JAIL ENHANCEMENT GRANT	339,163		339,163
331	242	GOHS GRANT (SHERIFF)	(1,241)		(1,241)
332	243	VICTIM BILL OF RIGHTS	0		0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(4,202)		(4,202)
333	247	CJEF BURGLARY PREVENTION	0		0
683	249	JUVENILE EDUCATION FUND	(6,748)		(6,748)
370	250	HEALTH SERVICE FUND	(46,497)		(46,497)
141	264	F.B.I. SEIZURE GRANT	0	976.14	976
255	267	TRAFFIC CASE PROCESSING FUND	4,935		4,935
337	268	DOJ BULLET PROOF VEST FUNDING	0		0
377	269	BIO-TERRORISM GRANT	(54,624)		(54,624)
338	270	AATA LAW ENFORCEMENT GRANT	625		625
685	272	TITLE II-A	6,519		6,519
339	273	DUI ENFORCEMENT GRANT	0		0
686	274	TITLE II-D	(2,348)		(2,348)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	(7,691)		(7,691)
143/342	277	PROGRAM INCOME C.A. & METRO	19,409		19,409
689	280	PART B IDEA BASIC	3,541		3,541
690	281	CHEMICAL ABUSE	0		0
381	284	EBOLA AWARD	(8,927)		(8,927)
346	286	ACJC/JAG UNDER 10K	0		0
344	287	ANTI METH INITIATIVE	0		0
379	288	T.B. GRANT	(1,000)		(1,000)
283	290	JUV PROB SVC EXTRA FEES > \$40	19,923		19,923
307	291	ADULT PROB FEES INTRST COMP 30%	9,848		9,848
309	292	ADULT PROB SVC EXTRA FEES > \$40	115,219		115,219
691	299	COUNTY JAIL EDUCATION	60,450		60,450
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	21,187		21,187
278	302	DIVERSION CONSEQUENCES	614		614
279	303	JUV PROB SVC FUND TREATMENT	15,686		15,686
303	304	DRUG TREATMENT & EDUCATION FUND	13,668		13,668
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROBATION	1,338		1,338
251	307	MODEL COURT, CRT IMPROVEMENT	3,069		3,069
253	308	CASE PROCESSING IV-D	0		0
252	309	D.E.S. IV-D	(28,031)		(28,031)
256	312	FTG-INDIGENT DEFENSE	4	25.68	29
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	COMMUNITY SERVICE	387		387
287	315	JAIBG-JUV	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	5,000		5,000
260	321	5% FTG ALLOC-SUP CRT 57.37%	539,706		539,706
261	322	5% FTG ALLOC-IND DEF 20.53%	273,146		273,146
313	323	GLOBAL POSITIONING SYSTEM	0		0
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	CITIZEN CORPS TRAIN #130405-01	0		0
<b>650</b>	<b>350</b>	<b>FLOOD CONTROL DISTRICT FUND</b>	<b>366,794</b>	<b>875,902.55</b>	<b>1,242,696</b>
950	351	FIRE DISTRICT SECONDARY FUND	3,017	(71,608)	3,017
352	352	BORDER SECURITY ENHANCEMENT	0		0
651	353	FLOOD CONTROL RESERVE FUND	11,623	16,769.93	28,393
354	354	ICE GRANT	(31,448)		(31,448)
355	355	OPERATION STONE GARDEN #999435	(645)		(645)
356	356	SLOT GRANT	0		0
357	357	TOHONO O'ODHAM (SO)	0		0
358	358	OPERATION STONE GARDEN #130433-01	1		1
359	359	OPERATION STONE GARDEN #140425	(12)		(12)
360	361	OPERATION STONE GARDEN #150417	(204,448)		(204,448)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(7,884)		(7,884)
746	377	WIOA RAPID RESPONSE	(110)		(110)

727/728	380	WIOA YOUTH PROGRAM	(26,977)		(26,977)
729	381	WIOA GENERAL	(266)		(266)
731	383	LAND MANAGEMENT-WIA	0		0
732	384	WIOA/TANF SET A SIDE	(1,523)		(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221		2,221
747	387	ADULT EDUCATION	(14,029)		(14,029)
739	393	WIOA ADULT	(8,737)		(8,737)
740	394	WIOA DISLOCATED WORKER	(17,542)		(17,542)
741	395	WIOA ADMINISTRATION	(6,162)		(6,162)
743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	(27,606)		(27,606)
490	415	CDBG PROJECTS	0		0
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	107,825	111,295.66	219,121
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	56,976.65	59,313
121	488	BUILDING DEBT SERVICE	263,232	52,770.25	316,003
<b>325</b>	<b>489</b>	<b>JAIL DISTRICT</b>	<b>617,026</b>	<b>2,419.46</b>	<b>619,445</b>
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(39,628)		(39,628)
500	540	LANDFILL	166,354		166,354
501	541	LANDFILL RESERVE FUND	337,733	995,529.42	1,333,263
602	602	OFFICER SAFETY EQUIPMENT-AC	2,302		2,302
704	659	IDEA BASIC/SECURE CARE (Z-220)	950		950
701	663	1ST CENT COM. LEARNING (Z-300)	2,460		2,460
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	(1,913)		(1,913)
699	676	SPECIAL SVCS 15-365 (Z-931)	268,582		268,582
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	(902)		(902)
712	688	JUVENILE DETENTION LEARN	7,549		7,549
118	689	HAVA BLOCK GRANT	15,180		15,180
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	5,235		5,235
717	717	ADOLESCENT WELLNESS NETWORK	12,355		12,355
718	718	DISTRICT #99-INSURANCE FUND	10,177		10,177
719	719	YOUTH CAREER CONNECT GRANT	(13,886)		(13,886)
720	720	HEALTHY STUDENTS	(14,799)		(14,799)
750	750	ADULT EDUCATION - ELAA STATE	3,531		3,531
751	751	ADULT EDUCATION - ELAA FEDERAL	(67,504)		(67,504)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	1,409		1,409
756	756	WIOA TABE 9-10	(11,261)		(11,261)
759	759	WIOA POSTSECONDARY BRIDGE	(9,345)		(9,345)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	32,981		32,981
247	975	\$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	70,409		70,409
230	977	\$13 ASSESSMENT FUND-JP #1	33,550		33,550
353	978	OFFICER SAFETY EQUIPMENT-SO	30,734		30,734
148	981	DOMESTIC VIOLENCE STOP GRANT	(45,922)		(45,922)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	1,227		1,227
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,572		7,572
351	992	FEDERAL PROGRAM INCOME-MTF	6,680		6,680
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,191		1,191
208	997	CITIZEN CORPS TRAIN #150406-02	(800)		(800)
383	998	IMMUNIZATION PROGRAM	89,650		89,650
264	999	STATE-FILL THE GAP FUND	0		0
<b>TOTALS FOR ALL FUNDS</b>			<b>7,366,381</b>	<b>9,368,124.95</b>	<b>\$ 16,734,506</b>
<b>SUSPENSE FUND (AMT. UNAPPORT.)</b>			<b>0</b>		

**PROJECTED END OF THE MONTH BALANCE  
FOR GENERAL FUND**

GENERAL FUND NET CASH BALANCE	1,034,808	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
SEPTEMBER 7, 2016 EXPENSE WARRANTS	(292,851)	
SEPTEMBER 16, 2016 PAYROLL WARRANTS	(465,000)	
SEPTEMBER 21, 2016 EXPENSE WARRANTS	(250,000)	
SEPTEMBER 30, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,006,087)	
STATE POOL INVESTMENT	6,236,558	
<b>ESTIMATED E.O.M. BALANCE</b>	<u><u>5,197,428</u></u>	
<b>DIFFERENCE</b>		<b>(583,394)</b>
<b>CASH AT SEPTEMBER 2015</b>	<u><u>5,780,822</u></u>	

Jesus J. Valdez, P.E.  
General Manager

FLOOD CONTROL DISTRICT  
AND  
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY  
**Project Report**  
By John Hays

**August 4<sup>th</sup>, 2016, through September 7<sup>th</sup>, 2016**  
As of August 30, 2016

1. During the month, the ALERT System reported precipitation values ranging from 1.26 inches at the gauge at Red Mountain outside of Patagonia, to a high of 6.89 inches at the gauge at Peck Canyon, in Rio Rico.
2. As of midnight, August 29, 2016, the ALERT System reported totals for Monsoon 2016 ranging from 2.80 inches at Red Mountain, to a high of 10.51 inches at the Calabasas Canyon gauge site west of Nogales. Eleven inches is considered normal for the monsoon. The average currently for the County is approximately 7.36 inches. We would expect to be closer to 9 inches to be close to normal as rainfall generally falls off during the month of September.
3. District Staff has started a feasibility study to look into the possibility of creating a retention/detention structure upstream of Interstate 19 in the hopes of decreasing the floodplain downstream of I-10 along Western Avenue. Initial indications are that the project is going to be feasible and may cost less than initially assumed. Staff has evaluated the possible alternatives, and decided to move to an alternative that will satisfy ADWR's concerns. The Arizona Division of Emergency Management (ADEM) informed Staff of some grant opportunities (Pre-Disaster Mitigation Grant and Flood Mitigation Assistance Grant) that became open. Staff prepared and submitted a Notice of Intent to Submit to ADEM for determination of eligibility for the Ephraim Canyon Basin Project. Staff prepared and submitted an eGrants application for Flood Mitigation Assistance to finish the design and construct the Ephraim Canyon Basin. Staff has been informed the project was not accepted. Staff will continue to seek other funding opportunities. Staff has received and commented on the Final Draft of the Feasibility Report for the Project. The State of Arizona has also provided information for a new round of possible federal funding. Staff is working on preparing the Notice of Intent to apply. District Staff has been told that the project is ranked #4 out of 10 to be submitted, provided the application is submitted by April 15<sup>th</sup>. District Staff has submitted the grant application and is working with the Arizona Division of Emergency Management to perfect the application. Application was submitted to the State of Arizona, who has forwarded it to FEMA for final review and consideration.
4. It was brought to the attention of District Staff that a portion of the bank protections built back in 2001-2002 have partially failed. Staff is working to evaluate and make repairs. Staff may bring forward recommendations for a long term plan for improvements at a later date. Staff has meet with the engineering firm that

designed the protection and they are currently evaluating what may have been the cause of the failure and are helping to look for funds for repair. Staff has prepared and submitted eGrants Application to fund the repairs and mitigation needed to repair and strengthen the bank protection. Staff has been informed that the project was not accepted, and is working to determine the best course of action to repair the protection.

5. District Staff is working on Notices of Intent (NOI) to try to seek funding for engineering and/or construction for multiple projects, to include the Nogalitos Detention Basin, Mariposa Detention Basin, Baffert Detention Basin, and Potrero Creek Wetland Restoration. District Staff was informed that the Nogalitos Detention Basin was selected as the first alternative for funding by the State. Last week, the State informed Staff that one of the first 10 projects had dropped out and that we are now the 10<sup>th</sup> ranked project under the PDM and the application needs to be made by April 15<sup>th</sup>. The grant application has been submitted and District Staff is working with the Arizona Division of Emergency Management to perfect the application. Application has been revised and resubmitted.
6. District Staff is preparing for its annual Public Outreach and Education Event at the Santa Cruz County Fair, September 16-18, 2016.
7. District Staff is working on the annual recertification for the CRS program and hopes to bring it to the Board for signature on September 21, 2016, as the renewal packet is due before October 1, 2016.
8. District Staff received four (4) Site Review Applications. One (1) of the applications were from the Town of Patagonia.
9. District Staff received ten (10) Floodplain Use Permit applications. Three (3) of the applications were located within the City of Nogales.
10. District Staff reviewed the floodplain status of one-hundred one (181) properties during the past month. Thirty-eight (38) of the properties was located within the City of Nogales. Five (5) of the properties were located in the Town of Patagonia.
11. District Staff received one (1) drainage complaint. None (0) of the complaints originated within the City of Nogales.
12. The Town of Patagonia had no report when this report was compiled.
13. The City of Nogales had no report when this report was compiled.

# Santa Cruz County Flood Control District ALERT System Gauges Totals for August 2016 As of August 29, 2016

Gauge #	Precipitation Total
2501-Red Mtn	1.26"
2502-Pena Blanca Lake Dam	5.24"
2510-Ephriam/I19	3.15"
2514-Aravaca Lake	3.90"
2516-Peck Canyon	6.89"
2520-Casa Blanca/SR 82	2.20"
2523-Parker Canyon Dam	4.21"
2524-Chimineia Wash	3.11"
2530-Potrero Ck	5.79"
2531-CILA, Nogales	3.74"
2537-Calabasas	5.94"
2540-Mariposa Port	4.45"
2541-Palo Parado Bridge	3.78"
2549-Santa Cruz River @ Hwy82	2.52"
2550-Nogales W./County Yard	1.93"
2556-Patagonia Lake Dam	5.31"
2560-CILA Nogales	2.40"
2570-Cobach COLlege	3.23"
2580-Immuris	3.19"
6080-SCR @ Tubac (USGS)	1.57"

### Legend

#### Roads

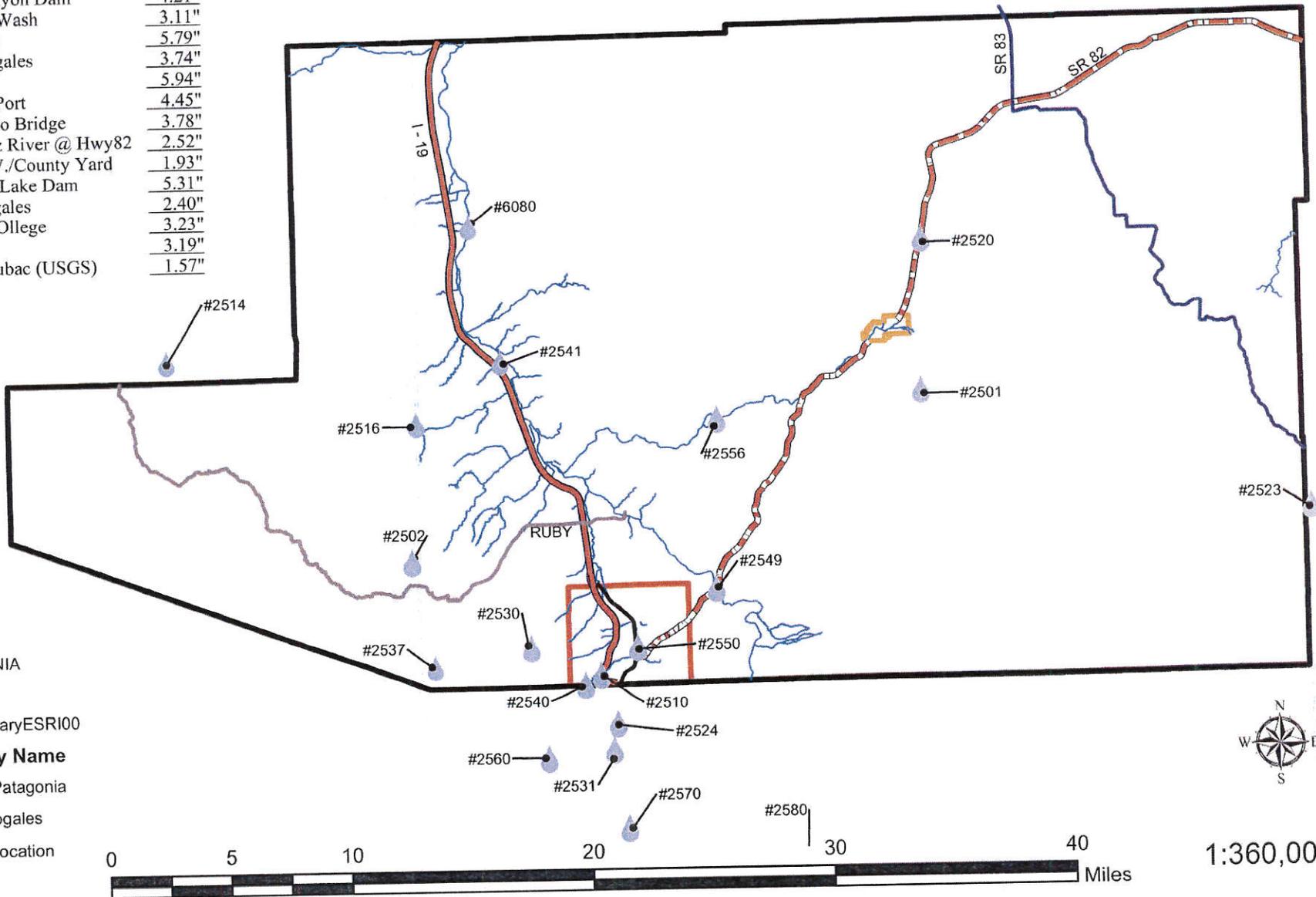
#### ST\_NAME

-  GRAND
-  HWY 82
-  HWY 289
-  HWY 83
-  I-19
-  PATAGONIA
-  RUBY

#### SCBoundaryESRI00

#### Municipality Name

-  Town of Patagonia
-  City of Nogales
-  Gauge Location



1:360,000

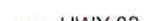
# Santa Cruz County Flood Control District ALERT System Gauges Totals for Monsoon 2016 As of August 29, 2016

Gauge #	Precipitation Total
2501-Red Mtn	2.80"
2502-Pena Blanca Lake Dam	7.52"
2510-Ephriam/I19	7.76"
2514-Aravaca Lake	6.14"
2516-Peck Canyon	9.45"
2520-Casa Blanca/SR 82	6.38"
2523-Parker Canyon Dam	6.93"
2524-Chimineia Wash	7.72"
2530-Potrero Ck	9.41"
2531-CILA, Nogales	7.60"
2537-Calabasas	10.51"
2540-Mariposa Port	8.54"
2541-Palo Parado Bridge	6.69"
2549-Santa Cruz River @ Hwy82	6.57"
2550-Nogales W./County Yard	5.55"
2556-Patagonia Lake Dam	9.25"
2560-CILA Nogales	6.34"
2570-Cobach COLlege	12.24"
2580-Immuris	7.95"
6080-SCR @ Tubac (USGS)	5.67"

### Legend

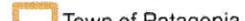
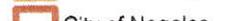
#### Roads

ST\_NAME

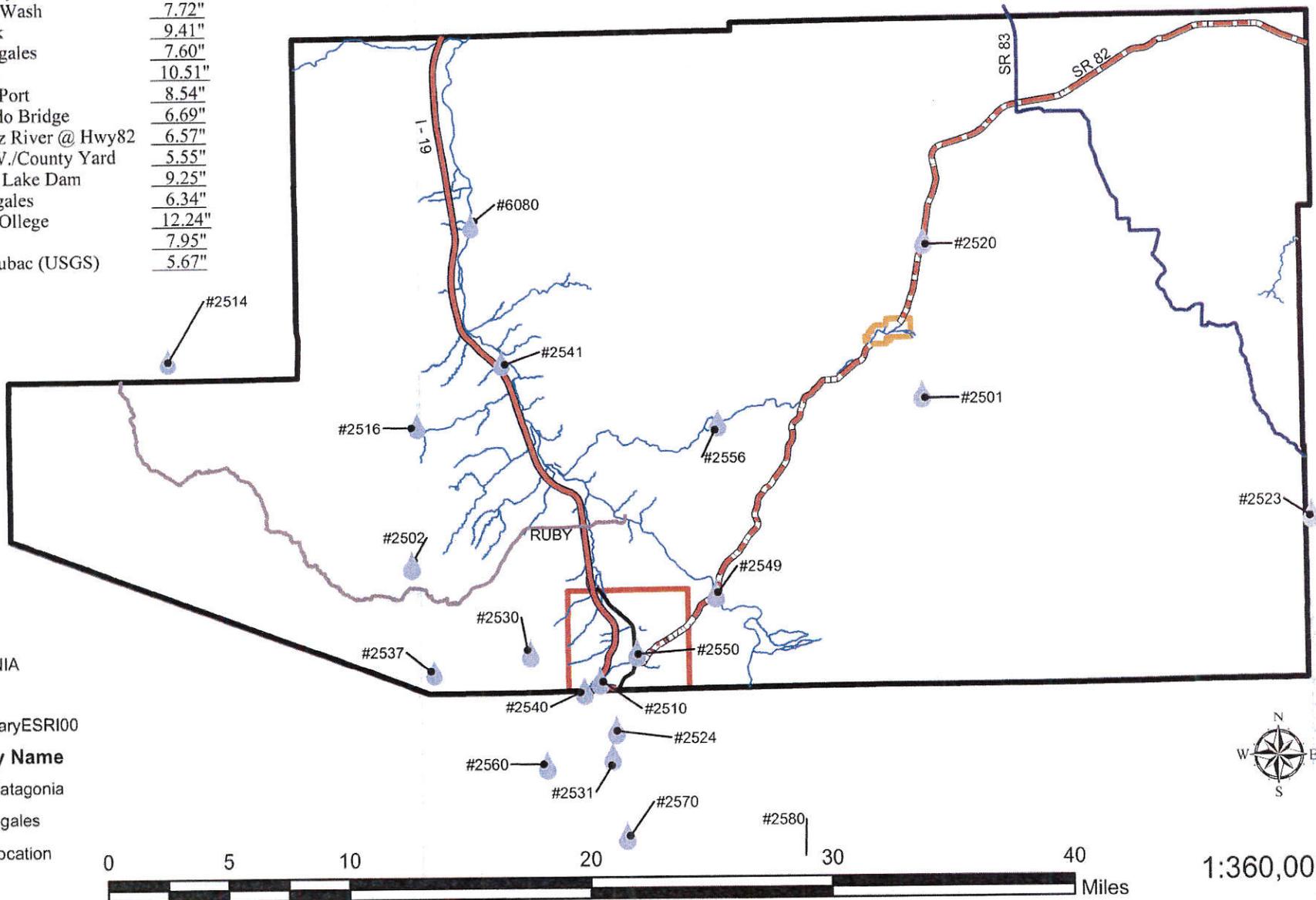
-  GRAND
-  HWY 82
-  HWY 289
-  HWY 83
-  I-19
-  PATAGONIA
-  RUBY

 SCBoundaryESRI00

#### Municipality Name

-  Town of Patagonia
-  City of Nogales

 Gauge Location



1:360,000

# Santa Cruz County

## Department Staffing Request

Department SCHOOL SUPERINTENDENT Date needed ASAP

The position requested is (check whichever applies)

to fill a vacancy created by RESIGNATION  
 a new position

LAST DAY 9/2/16,  
PAYOUT WILL BE JUST  
UNDER 3 WEEKS

Position Title ACCOUNTING SPECIALIST Source of Funding X 100-91-40-5103

Position is  Temporary Full Time  Temporary Part-Time  
 Permanent Full Time  Permanent Part-Time

Benefits (if grant Funded)?  Yes  No N/A

Is new job description required?  Yes  No

- Do Not Post at this time
- Post Internally Immediately after Board approval
- Post Internally & Externally simultaneously

### Personnel Review

Salary Range 46 Entry Level Salary \$27,072

Budgeted Position  Yes  No

Personnel Signature 

### Board of Supervisor's Action:

Agenda Date: \_\_\_\_\_

Approved  Not Approved

In-house Advertising Dates: \_\_\_\_\_

Media Advertising dates: \_\_\_\_\_

# Santa Cruz County

## Department Staffing Request

Department SCHOOL SUPERINTENDENT Date needed ASAP

The position requested is (check whichever applies)

RESIGNATION OF RALPH LOPEZ 10/30/15 - VACANCY HOURS OF 3 WEEKS

to fill a vacancy created by RESIGNATION

a new position

Position Title CHIEF DEPUTY Source of Funding X-100-91-20-5103

Position is  Temporary Full Time  Temporary Part-Time

Permanent Full Time  Permanent Part-Time

Benefits (if grant Funded)?  Yes  No N/A

Is new job description required?  Yes  No

- Do Not Post at this time
- Post Internally Immediately after Board approval
- Post Internally & Externally simultaneously

### Personnel Review

Salary Range 61 Entry Level Salary \$39,207

Budgeted Position  Yes  No

Personnel Signature [Signature]

### Board of Supervisor's Action:

Agenda Date: \_\_\_\_\_

Approved  Not Approved

In-house Advertising Dates: \_\_\_\_\_

Media Advertising dates: \_\_\_\_\_

# Santa Cruz County

## Department Staffing Request

Department: Public Works Date needed: September 7, 2016

The position requested is (check whichever applies)

To fill a vacancy created by a dismissal *resignation J. Valenzia*  
 A new position

Position Title: Equipment Operator Source of Funding: HURF

Position is:  Temporary Full Time  Temporary Part-Time  
 Permanent Full Time  Permanent Part-Time

Benefits (if grant Funded)?  Yes  No

Is new job description required?  Yes  No

---

### Personnel Review

Salary Range: 46 Entry Level Salary \$27,072.00

Budgeted Position  Yes  No

Personnel Signature \_\_\_\_\_

---

### Board of Supervisor's Action:

Agenda Date: \_\_\_\_\_

Approved  Not Approved

In-house Advertising Dates: \_\_\_\_\_

Media Advertising dates: \_\_\_\_\_

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**INTEROFFICE MEMORANDUM**

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**TO:** Mr. Rudy Molera, SCC Chairman Board of Supervisors  
**FROM:** Alfredo I. Velásquez, SCC Superintendent of Schools  
**SUBJECT:** 2016-2017 Awn Agreement  
**DATE:** September 1, 2016

---

RECOMMENDATION:

Recommend to Board of Supervisors to approve contract, between the Santa Cruz County School Superintendent's Office and Mariposa Community Health Center for the SCC Adolescent Wellness Network

BACKGROUND:

Please see attached agreement.

FINANCIAL IMPLICATIONS:

Funding will be provided by the Mariposa Community Health Center

PROPOSED MOTION:

Move to approve contract as presented.

**Amendment to the  
Agreement between Mariposa Community Health Center  
and  
Santa Cruz County School Superintendent's Office  
for  
Santa Cruz County Adolescent Wellness Network (AWN)**

This Contract Amendment modifies the original contract issued in January, 2015. Revisions include the following:

1. Extension of the contract period from May 1, 2016 through April 30, 2017 (an additional 12-month period).
2. The Scope of Work and Compensation are outlined in Attachment A.
3. The total amount for the extended 12-month period is \$10,000.
4. All other terms and conditions of the original contract remain the same.

MARIPOSA COMMUNITY  
HEALTH CENTER

SANTA CRUZ County School  
Superintendent's Office

Name: Ed Sicurello

Name: Alfredo I. Velasquez

\_\_\_\_\_  
Title: Chief Executive Officer

\_\_\_\_\_  
Title: SCC School Superintendent

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Santa Cruz County Board of Supervisors

Name: Rudy Molera

\_\_\_\_\_  
Title: SCC Board of Supervisors Chairman

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

## ATTACHMENT A

### Scope of Work and Payment Schedule

**Services Agreement  
between  
Mariposa Community Health Center (MCHC)  
and  
Santa Cruz County School Superintendent's office (SCCSS, The Contractor)**

#### **Scope of work**

1. Staff will participate with all Network members in meetings, events, assessment, training, planning, implementation, and sustainability activities according to Article II: Membership of the AWN Operating Procedures.
2. The staff member will serve as a liaison and key contact with schools in Santa Cruz County for Network activities so that the Network can connect the education and health sectors, assess needs and resources regarding adolescents, provide capacity building, and plan for school-linked health care services. This will include but not be limited to, the following activities:
  - a. leading the Network's efforts to support coordinated school health (CSH) best practices. Interviewing key stakeholders at individual schools to identify their needs with regard to implementing CSH activities. Addressing those needs by providing technical assistance and connections to local CSH resources.
  - b. serving as a liaison with existing School Health Advisory Councils (SHACs) and School Wellness Advisory Groups (SWAGs), and supporting the development of these groups in districts and schools that do not currently have them. Providing SHACs and SWAGs with technical assistance and connections to local resources.
  - c. writing two posts for the AWN blog on CSH topics.
  - d. developing a web-based CSH resource page for the AWN website, including working with schools and districts to link to the resource.
  - e. serving as a liaison to assist AWN's work supporting development of school-based and school-linked health care.
  - f. organizing a Networking event for Behavioral Health Providers, School Nurses and Middle and High School Counselors to encourage information sharing on services provided and referral protocols.

## Compensation

MCHC will compensate the Contractor for Network services as follows:

1. A total of \$10,000 for a twelve (12) month period may be invoiced at a rate of \$32.00 per hour according to the following schedule:
  - a. A total of \$3,000 for start-up services including Network meetings and smaller group meetings.
  - b. A total of \$4,000 for assisting the Network's efforts to support coordinated school health best practices and school-linked health by serving as a liaison, providing technical assistance to the schools, and writing two CSH blog posts.
  - c. A total of \$3,000 for developing a web-based CSH resource page for the AWN website.
2. The Contractor must request payment through submission of an invoice that includes the number of hours worked, a time sheet, the narrative report for the inclusive period addressed by the invoice, as well as the required deliverable, if applicable.
3. MCHC will process the invoice within 30 days of approval.

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**INTEROFFICE MEMORANDUM**

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**TO:** Mr. Rudy Molera, SCC Chairman Board of Supervisors  
**FROM:** Alfredo I. Velasquez, SCC Superintendent of Schools  
**SUBJECT:** 2016-2017 Arizona Board of Regents, University of Arizona  
**DATE:** September 1, 2016

---

**RECOMMENDATION:**

Recommend to Board of Supervisors to approve modification No. 1 to the sub award agreement, between the Santa Cruz County School Superintendent's Office and Arizona Board of Regents, University of Arizona.

**BACKGROUND:**

Please see attached agreement.

**FINANCIAL IMPLICATIONS:**

Funding will be provided by the University of Arizona.

**PROPOSED MOTION:**

Move to approve agreement as presented.



# Attachment 1

**ATTACHMENT C - SCCSS**

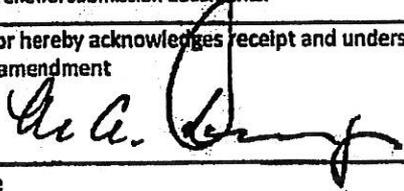
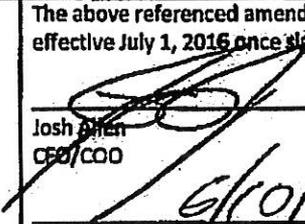
Santa Cruz County Family Resource Centers Budget FY 2016-2017 - SCC Superintendent of Schools (subcontractor)				
Funded by First Things First Regional Council				
Category	FTE	Annual Salary	Line Item Description	July 1, 2016 - June 30, 2017
PERSONNEL SERVICES				
FRINGE BENEFITS	0.08			
PROFESSIONAL AND OUTSIDE SERVICES				
TRAVEL				
Out of State				
In State				
AID TO ORGANIZATIONS OR INDIVIDUALS				
SUPPLIES AND OTHER OPERATING				\$ 5,000
Professional Development			SCC Superintendent of Schools -0-5 Kindergarten Readiness Campaign	\$ 5,000
DIRECT PROGRAM COSTS				\$ 5,000
INDIRECT PROGRAM COSTS				
TOTAL				\$ 5,000

**ATTACHMENT C - SCCSS**

Santa Cruz County Family Resource Centers Budget FY 2016-2017 - SCC Superintendent of Schools (subcontractor)	
Funded by First Things First Regional Council	
Category	Budget Narrative
PERSONNEL SERVICES	
FRINGE BENEFITS	
PROFESSIONAL AND OUTSIDE SERVICES	
TRAVEL	
Out of State	
In State	
AID TO ORGANIZATIONS OR INDIVIDUALS	
SUPPLIES AND OTHER OPERATING	
Professional Development	SCC Superintendent of Schools -0-5 Kindergarten Readiness Campaign on TV, radio, newspaper, etc. = \$5,000
DIRECT PROGRAM COSTS	
INDIRECT PROGRAM COSTS	
TOTAL	Subcontract Grand Total = \$5,000

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 for Kimberly Andrews Espy, Senior Vice President for Research

## Attachment 2

<b>## FIRST THINGS FIRST</b>	<b>Grant Renewal Amendment Notification</b>	<b>Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012  (602) 771-5001</b>
	<b>Grant Renewal/2017 Grant Award FTF-RC020-16-0525-02-Y2 Santa Cruz Regional Partnership Council Family Resource Centers</b>	
<b>CONTRACTOR:</b>  The University of Arizona Santa Cruz Cooperative Extension		
<b>PURPOSE OF AMENDMENT:</b> <ol style="list-style-type: none"> <li>1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2016 through June 30, 2017.</li> <li>2. Total award amount for the grant period is \$510,600.</li> <li>3. Contracted Service Units for FY 2017:</li> <li>4.                         <ul style="list-style-type: none"> <li>Primary Strategy: Family Resource Centers Number of families who received referrals to services: 500</li> <li>Secondary Strategy: Parenting Education Number of adults completing a series: 40</li> </ul> </li> <li>5. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.</li> <li>6. The current approved budget will be applied to the 2017 grant award and implementation of the grant will continue as originally proposed for the previous fiscal year.</li> <li>7. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.</li> </ol>		
Contractor hereby acknowledges receipt and understanding of the contract amendment   <hr/> Signature  <hr/> Name <b>Mark A. Drury</b> <b>Contracts Manager</b>  <hr/> Title  <hr/> Date <b>6/6/16</b>	The above referenced amendment is hereby executed effective July 1, 2016 once signed and dated below:   <hr/> Josh Allen CEO/COO  <hr/> Date <b>6/10/16</b>	

OFFICE OF THE SHERIFF  
OF SANTA CRUZ COUNTY

TONY ESTRADA  
SHERIFF

RUBEN F. FUENTES  
CAPTAIN

MEMORANDUM

**To:** Honorable Rudy Molera, Chairman of the Board of Supervisor and the members of the Board

**Thru:** Ms. Jennifer St. John  
County Manager

**From:** Captain Ruben F. Fuentes *RF*

**Date:** August 15, 2016

**RE:** Request for approval of Intergovernmental Agreement; Town of Marana

---

**RECOMMENDATION:**

Discussion and possible action to approve Intergovernmental Agreement with the Town of Marana for incarceration of municipal prisoners.

**BACKGROUND:**

The Sheriff's Office and Town of Marana would enter into an IGA to incarcerate their sentenced prisoners.

**FINANCIAL IMPLICATIONS:**

None

cc;  
File

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
SANTA CRUZ COUNTY AND THE TOWN OF MARANA  
FOR INCARCERATION OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 by and between the Town of Marana (hereinafter "Town"), an Arizona municipal corporation, and Santa Cruz County, (hereinafter "County") a political subdivision of the State of Arizona. The County and the Town are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes individually referred to as a "Party."

**RECITALS**

**WHEREAS**, the Town desires to enter into an agreement with the County for the incarceration of municipal prisoners sentenced by the Marana Municipal Court for five days or more; and

**WHEREAS**, pursuant to A.R.S. § 11-441 (A) (5), the County Sheriff has authority to take charge of and keep the Santa Cruz County Jail (the "County Jail"), and the prisoners in the County Jail; and

**WHEREAS**, the Town and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951 *et seq.*

**NOW, THEREFORE**, the Town of Marana and Santa Cruz County, pursuant to the above and in consideration of the matters set forth herein, do mutually agree as follows:

**AGREEMENT**

- 1.0 Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Town's prisoners shall be incarcerated in the Santa Cruz County Jail.
- 2.0 Term/Effective Date.** This Agreement is effective for one year from July 1, 2016 through June 30, 2017. The Parties shall have the option to extend this Agreement for up to four additional one-year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.
- 3.0 Scope of Services.**

3.1 County shall receive and detain Town municipal prisoners sentenced to five or more days in the County Jail who are medically fit to be incarcerated by County. County shall provide booking services and, after booking, provide for the care and feeding of said prisoners. County shall provide basic medical care which can be provided in the County Jail facility by medical staff. Any medical services which cannot be provided within the County Jail facility will be provided by outside contractors and Town will be responsible to pay for the cost of the medical services, transportation, and personnel time associated with the medical care. County will provide medical bills, transportation bills and personnel bills to Town for verification and payment. If an inmate needs to be hospitalized then Town will be contacted to take custody of inmate.

- 3.2 The Marana Municipal Court in its sole discretion shall determine which Town municipal prisoners are sentenced to incarceration in the County Jail.
- 3.3 Individuals who are in custody at the time of sentencing shall be transported by County from the Pima County Jail to the Santa Cruz County Jail.
- 3.4 Individuals who are out of custody at the time of sentencing shall be responsible for their own transportation to and from Santa Cruz County Jail, unless the Marana Municipal Court orders the Town to provide transportation to and/or from Santa Cruz County Jail.

**4.0 Payment.**

- 4.1 Town shall pay County \$65.00 for each day or partial day of incarceration.
- 4.2 County will bill Town for prisoner incarceration charges on a monthly basis. County will provide a statement that includes prisoner names in alphabetical order, booking dates and release dates for each prisoner, total billing days and the total bill. Town shall be allowed reasonable access to billing systems to verify charges.
- 4.3 Neither Party shall be obligated to the other for any costs incurred pursuant to this Agreement except as provided herein.

**5.0 Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Town or the County. This Agreement and all obligations upon the Town or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

**6.0 Termination.** Either Party may terminate this Agreement by giving written notice to the other Party not less than 60 days prior to the termination date. In the event of termination, each Party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date. Termination of this Agreement shall not relieve either Party from liabilities or costs already incurred under this Agreement.

**7.0 Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Santa Cruz County Board of Supervisors or the Town of Marana Mayor and Council do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the terminating Party shall have no further obligation to the other Party other than for payment for services rendered prior to cancellation.

**8.0 Assignment of Rights.** Neither Party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other Party to this Agreement.

**9.0 Construction of Agreement.**

- 9.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the Recitals hereof.

9.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

**10.0 Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

**11.0 Severability.** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of one Party in an attempt to reach an agreement on a substitute provision.

**12.0 No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the Parties or to create any employer-employee relationship between the Town and any County employees or between the County and any Town employees. Neither Party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**13.0 No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**14.0 Compliance with Laws.** The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

14.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona, are incorporated by this reference as a part of this Agreement.

14.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**15.0 Workers' Compensation.** For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E) and shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

**16.0 Non-Waiver.** The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

**17.0 Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**18.0 Notification.** All notices or demands upon any Party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Santa Cruz County:  
Sheriff Tony Estrada  
2170 W. Congress Dr.  
Nogales, Arizona 85621

Town of Marana:  
Town Manager  
11555 West Civic Center Drive  
Marana, Arizona 85653

**19.0 Remedies.** Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

**20.0 Insurance.** Insurance requirements are met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 Parties to this agreement shall provide 30 days' written notice to all other Parties of cancellation, non-renewal or material change of coverage.

**21.0 Indemnification.** To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the indemnified group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's passive negligence. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

**22.0 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

**23.0 Entire Agreement.** This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the County has caused this Agreement to be executed by the Chair of the Santa Cruz County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and the Town of Marana has caused this Agreement to be executed by the Mayor of the Town of Marana, upon resolution of the Mayor and Council, attested to by the Town Clerk.

**SANTA CRUZ COUNTY:**

**TOWN OF MARANA:**

\_\_\_\_\_  
Chair, Board of Supervisors      Date

\_\_\_\_\_  
Mayor      Date

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Clerk of the Board      Date

\_\_\_\_\_  
Town Clerk      Date

**ATTORNEY CERTIFICATION**

The foregoing Agreement between Santa Cruz County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement.

\_\_\_\_\_  
Chief Civil Deputy      Date

\_\_\_\_\_  
Town Attorney      Date

# EMERGENCY MANAGEMENT SANTA CRUZ COUNTY



2150 N. Congress Drive, Suite 110  
Nogales, Arizona 85621

**To:** Board of Supervisors

**From:** Raymond Sayre, Director of Emergency Management

**Through:** Jennifer St. John, County Manager

**Date:** 8/30/2016 for 9/7/2016 BOS Agenda

**Subject:** Sub-recipient Agreement 15-AZDOHS-HSGP-150406-02 Amendment #1 between the Arizona Department of Homeland Security and Santa Cruz County Emergency Management.

**Background:** In 2015 The Arizona Department of Homeland Security via the State Home Security Grant Program (SHSGP) entered into an agreement with Santa Cruz County to fund four (4) Community Emergency Response Team (CERT) training programs. To date we have conducted two programs; one in Rio Rico and one in Patagonia.

Due to the large workload associated with planning and coordinating the Integrated Emergency Management Course in Maryland, we opted not to even try to do the two (2) additional CERT training programs before the grant expiration date of September 30, 2016.

Instead, I requested a 90 day grant extension from Homeland Security so we would have time to conduct the additional CERT programs. Attached is Amendment #1 extending the grant performance period from September 30, 2016 to December 31, 2016

**Recommendation:** The Director of Emergency Management recommends that Sub-recipient Agreement 15-AZDOHS-HSGP-150406-02 Amendment #1 between the Arizona Department of Homeland Security and Santa Cruz County Emergency Management be approved.

**SUBRECIPIENT AGREEMENT Amendment #1**  
**15-AZDOHS-HSGP- 150406-02**  
**Between**  
**The Arizona Department of Homeland Security**  
**And**  
**Santa Cruz County Emergency Management**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subrecipient Agreement is hereby amended as follows:

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS:**

This Agreement shall become effective on October 1, 2015 and **shall terminate on September 30, 2016.**

**SHALL BE CHANGED TO READ:**

This Agreement shall become effective on October 1, 2015 and **shall terminate on December 31, 2016.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

**IN WITNESS WHEREOF**

The parties hereto agree to execute this Amendment.

**FOR AND BEHALF OF THE**

Santa Cruz County Emergency Mgmt.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

***(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)***

**Any unauthorized changes to this document will result in termination of this award.**

# Interoffice Memo

**Date:** 09/01/16  
**To:** Board of Supervisors  
**Thru:** Jeff Terrell, Health Services Director  
**From:** Shelly Jacobs, Public Health Emergency Preparedness & Response  
**Re:** Approval of Professional Services Agreement with Willdan  
Homeland Solutions.

## **RECOMMENDATION:**

Staff recommends approval of the above agreement.

## **BACKGROUND:**

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This agreement will assist in meeting grant deliverables for the development of a Family Reunification Plan.

## **FINANCIAL IMPLICATIONS:**

The Public Health Emergency Preparedness is funded by the Center for Disease Control, through the Arizona Department of Health Services.

## **PROPOSED MOTION:**

Move to approve the Professional Services Agreement between Willdan Homeland Solutions and the Office of the Santa Cruz County Health Services Public Health Emergency Preparedness Program.



## SANTA CRUZ COUNTY HEALTH SERVICES

2150 N. Congress Dr., Suite 115, Nogales, AZ 85621

Phone: (520) 375-7621 Fax: (520) 375-7624 Website: [www.santacruzcountvaz.gov](http://www.santacruzcountvaz.gov)

### Professional Services Agreement Revision of the Family Reunification Plan

This Contract is entered into this \_\_\_<sup>th</sup> day of September, 2016 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and Willdan Homeland Solutions ("Contractor"), for the purchase of Family Reunification Plan.

#### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of 5 months, beginning on the \_\_\_st day of September, 2016 and ending the 30th of January, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one year terms up to a maximum of five (5) additional terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

#### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

#### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made within 45 days of receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit a copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the County of Santa Cruz and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Santa Cruz County Health Services, Shelly Jacobs, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Santa Cruz County Health Services, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621, and Attention: Shelly Jacobs, PHEP Program Manager. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 7.0 WARRANTY OF SERVICES:

7.1.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

7.1.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

## 8.0 INSPECTION OF SERVICES:

8.1.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

8.1.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

8.1.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

8.1.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

8.1.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

8.1.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

8.1.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

8.1.4.2 Terminate the Contract for default.

## 9.0 AUDIT REQUIREMENTS

9.1.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding sources, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Santa Cruz County Health Services for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Santa Cruz County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

9.1.1.1 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor

understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

9.1.1.2 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

9.1.1.3 The Contractor must also comply with the following OMB Circulars:  
A-102 Uniform Administrative Requirements for Grants to State and Local Government.  
A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.  
A-122 Cost Principles for Non-Profit Organizations.  
A-87 Cost Principles for State and Local Governments.  
A-21 Cost principles for Education Institutions.

## 10.0 LICENSURE/CERTIFICATION

10.1.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.

10.1.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.

10.1.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

## 11.0 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Santa Cruz County Health Services  
Attn: Shelly Jacobs, PHEP Program Manager  
2150 N. Congress Dr., Suite 115  
Nogales, Arizona 85621  
(520) 375-7621

For Contractor:

Willdan Homeland Solutions  
Attn: Eliza Coll  
2401 E. Katella Ave, Suite 300  
Anaheim, CA 92806  
(602) 315-4263  
ecoll@willdan.com

12.0 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

13.0 TERMINATION FOR DEFAULT:

13.1.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

13.1.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

13.1.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

13.1.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

14.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

15.0 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

16.0 CHANGES OR ADDITIONS/DELETIONS OF SERVICE:

16.1.1 The Procurement Officer, by written order, may make changes within the general scope of this Contract in any one or more of the following areas:

16.1.1.1 Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements.

16.1.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements.

16.1.1.3 If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price.

16.1.1.4 If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

16.1.1.5 Additionally, such Order will not direct substantive changes in services to be rendered by the Contractor.

#### 17.0 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

#### 18.0 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

#### 19.0 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Health Services Director shall be responsible for approving all amendments for Santa Cruz County Health Services.

#### 20.0 RETENTION OF RECORDS:

20.1.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

20.1.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Santa Cruz County for the services not so adequately supported and documented.

#### 21.0 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

#### 22.0 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

#### 23.0 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

24.0 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

25.0 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

25.1.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

25.1.1.1 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

25.1.1.2 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

25.1.1.3 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

26.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

26.1.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

26.1.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

26.1.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

26.1.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

26.1.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

26.2.1 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

26.2.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

27.0 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Santa Cruz County Superior Court or in the United States District Court for the District of Arizona, sitting in Nogales, Arizona.

28.0 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

29.0 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 29.1.1 Exhibit A, Pricing;
- 29.1.2 Exhibit B, Scope of Work

Contractor hereby certifies that Contractor has read, understands and agrees that acceptance by Santa Cruz County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Santa Cruz County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement as well as the RFP or solicitation that preceded this Contract.

**BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

James E. Bailey  
AUTHORIZED SIGNATURE

James E. Bailey, President and CEO  
PRINTED NAME AND TITLE

2401 E. Katella Ave, Suite 300, Anaheim, CA 92806  
ADDRESS

August 9, 2016  
DATE

**SANTA CRUZ COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ATTORNEY FOR THE BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

## EXHIBIT A

**PROFESSIONAL OUTSIDE SERVICES  
PRICING SHEET**

BIDDER NAME: WILLDAN HOMELAND SOLUTIONSF.I.D./VENDOR #: 26-0099886BIDDER ADDRESS: 2401 E. KATELLA AVE, SUITE #300, ANAHEIM, CA 92806

P.O. ADDRESS: \_\_\_\_\_

BIDDER PHONE #: 714.940.6370BIDDER E-MAIL ADDRESS: ECOLL@WILLDAN.COMCOMPANY WEB SITE: WWW.WILLDAN.COM/HOMELANDCOMPANY CONTACT (REP): ELIZA COLL

## PAYMENT TERMS:

Base charges of \$9,999.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Family Reunification Plan.

Aug – Dec 2016	Total Hours	Rate \$/hr.	Project Total
Planner	73.00	115.11	8,403.03
Contract & Billing Administration	3.00	88.26	264.78
Technical Editor	4.00	78.06	312.24
Travel/ODC's	1.00	1,000	1,000.00

(as defined herein)

Respondent's signature (below) indicates understanding and agreement with the predetermined compensation/fees rate indicated above.

James E. Bailey  
Signature (REQUIRED)

August 9, 2016  
Date

## Exhibit B

## Scope Of Work- Development of SCCHS Family Reunification Plan Santa Cruz County and Willdan Homeland Solutions

### 1. STATEMENT OF THE REQUIREMENT

Santa Cruz County Health Services (SCCHS) has requested that Willdan Homeland Solutions (WHS) provide a bid for services to develop a Santa Cruz County Family Reunification Plan. During emergency events, there is great potential for families to be separated. Reunifying unaccompanied minors and separated or missing children with their parents or legal guardians in the aftermath of a disaster is a priority for local planners. Willdan will work with Santa Cruz County to review existing plans and best practices, and work with county stakeholders to develop the Family Reunification Plan, which is proposed to sit as an annex to the Mass Care plan.

### 2. PROPOSED ACTION

WHS will provide a team skilled in plan development for local health and emergency medical services. Proposed staff have worked previously with Santa Cruz County Health Services and have developed similar products for comparable clients. The Willdan team will review relevant existing plans, policies, and protocols, and develop a Family Reunification Plan to be consistent with current best practices and include the following aspects:

- Identification of roles and responsibilities
- Plan activation, situation, and assumptions
- Identification of communications systems and infrastructure, including call centers, for inquiries
- Coordination with hospitals, shelters, and/or alternate care sites as appropriate
- Coordination with partner response organizations, including local first responders and the American Red Cross

Specific responsibilities include:

- 1) Appoint one individual and one back-up to represent the contractor as the primary point of contact for all services to be provided to SCCHS
- 2) Regularly communicate project status with the SCCHS primary point of contact at an interval determined in the Kick Off Meeting
- 3) Review relevant existing SCCHS plans and protocols
- 4) Convene a stakeholder working group to contribute key information needed and provide feedback during the plan development
- 5) Conduct a minimum of (2) in-person planning meetings with the working group
- 6) Develop meeting invitations, minutes, and facilitate other logistical considerations for planning meetings with sufficient lead time
- 7) Develop and submit a draft plan for review by SCCHS
- 8) Develop and submit final plan for approval by SCCHS

### 3. DATES AND DELIVABLES

The Willdan primary point of contact will be available to conduct a “Kick Off Meeting” at the availability of SCCHS, upon finalizing contract details. Willdan proposes the following contract schedule, which will be confirmed upon contract award. Willdan staff will also be available for additional ad hoc meetings via phone as necessary.

<b>Milestone</b>	<b>Staffing</b>	<b>Tasks and Deliverables</b>
Kick Off Meeting <i>September 2016</i>	WHS, SCCHS	<ul style="list-style-type: none"> <li>• Review project scope, timeline</li> <li>• Identify working group</li> <li>• Develop draft Plan outline</li> </ul>
Discovery <i>September-October 2016</i>	WHS	<ul style="list-style-type: none"> <li>• Review existing plans</li> <li>• Review relevant best practices, planning guidance</li> </ul>
Planning Meeting 1 <i>October 2016</i>	WHS, Working Group	<ul style="list-style-type: none"> <li>• Review draft Plan outline</li> <li>• Gather information and feedback from Working Group</li> <li>• Discuss meeting schedule</li> <li>• Develop Meeting minutes</li> </ul>
Draft Plan <i>October-November 2016</i>	WHS	<ul style="list-style-type: none"> <li>• Develop draft Plan</li> <li>• Reach out to Working Group members as needed throughout plan development</li> <li>• Submit draft Plan to Working Group for review</li> </ul>
Planning Meeting 2 <i>December 2016</i>	WHS, Working Group, Other identified stakeholders	<ul style="list-style-type: none"> <li>• Review draft Plan</li> <li>• Gather information and feedback from Working Group</li> <li>• Develop Meeting minutes</li> </ul>
Final Plan <i>January 2017</i>	WHS	<ul style="list-style-type: none"> <li>• Incorporate feedback and comments into final draft</li> <li>• Submit final Plan to SCCHS for approval</li> </ul>

### 6. COST

The firm-fixed price of \$9,999.00 represents the total WHS cost for development of the Family Reunification Plan, including the performance of the services identified in this proposal.

**1. TIMELINE AND BUDGET**

**4.1 Timeline:**September, 2016 – January,2017

**4.2 Budget:** Total hours of work as follows:

hours (\$ per hour x hours = \$9,999.00)

**Total Budget = \$9,999.00**

**2. APPROVALS**

2.1. Preparation of all final documents and reports including, but not limited to, monthly and final reports

**3. DELIVERABLES**

- 3.1. Monthly status report on progress made toward scope of work/tasks
- 3.2. Two invoices (one half-way through and one at completion)
- 3.3. Final report capturing all activities and tasks completed under this Scope of Work.

**4. ACCEPTANCE**

- 7.1 Upon receipt of all monthly reports
- 7.2 Upon receipt of the final activity report on or before

**5. NOTICES, CORRESPONDENCE AND REPORTS**

Notice, correspondence and reports from the contractor to SCCHS shall be sent to:

Shelly Jacobs, PHEP Program Manager  
Santa Cruz County Health Service  
2150 N. Congress Dr., Suite 115  
Nogales, AZ 85621

**6. PAYMENT SCHEDULE**

Invoice will be submitted before the 15<sup>th</sup> of each month.

# Interoffice Memo

**Date:** 09/01/16  
**To:** Board of Supervisors  
**Thru:** Jeff Terrell, Health Services Director  
**From:** Shelly Jacobs, Public Health Emergency Preparedness & Response  
**Re:** Approval of Professional Services Agreement with Coordinated Consulting Services, LLC.

## **RECOMMENDATION:**

Staff recommends approval of the above agreement.

## **BACKGROUND:**

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This agreement will assist in meeting grant deliverables for the update and development of a Medical Surge Plan.

## **FINANCIAL IMPLICATIONS:**

The Public Health Emergency Preparedness is funded by the Center for Disease Control, through the Arizona Department of Health Services.

## **PROPOSED MOTION:**

Move to approve the Professional Services Agreement between Coordinated Consulting Services, LLC and the Office of the Santa Cruz County Health Services Public Health Emergency Preparedness Program.



## SANTA CRUZ COUNTY HEALTH SERVICES

2150 N. Congress Dr., Suite 115, Nogales, AZ 85621

Phone: (520) 375-7621 Fax: (520) 375-7624 Website: [www.santacruzcountvaz.gov](http://www.santacruzcountvaz.gov)

### Professional Services Agreement Revision of the Medical Surge Plan

This Contract is entered into this \_\_\_<sup>th</sup> day of September, 2016 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and Coordinated Consulting Services ("Contractor"), for the purchase of Medical Surge Care revision.

#### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of 5 months, beginning on the \_\_\_st day of September, 2016 and ending the 31st of January, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one year terms up to a maximum of five (5) additional terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

#### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

#### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made within 45 days of receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit a copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the County of Santa Cruz and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Santa Cruz County Health Services, Shelly Jacobs, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Santa Cruz County Health Services, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621, and Attention: Shelly Jacobs, PHEP Program Manager. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 7.0 WARRANTY OF SERVICES:

7.1.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

7.1.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

## 8.0 INSPECTION OF SERVICES:

8.1.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

8.1.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

8.1.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

8.1.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

8.1.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

8.1.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

8.1.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

8.1.4.2 Terminate the Contract for default.

## 9.0 AUDIT REQUIREMENTS

9.1.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding sources, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Santa Cruz County Health Services for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Santa Cruz County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

9.1.1.1 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor

understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

9.1.1.2 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

9.1.1.3 The Contractor must also comply with the following OMB Circulars:  
A-102 Uniform Administrative Requirements for Grants to State and Local Government.  
A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.  
A-122 Cost Principles for Non-Profit Organizations.  
A-87 Cost Principles for State and Local Governments.  
A-21 Cost principles for Education Institutions.

#### 10.0 LICENSURE/CERTIFICATION

10.1.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.

10.1.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.

10.1.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

#### 11.0 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Santa Cruz County Health Services  
Attn: Shelly Jacobs, PHEP Program Manager  
2150 N. Congress Dr., Suite 115  
Nogales, Arizona 85621  
(520) 375-7621

For Contractor:

Coordinated Consulting Services  
Attn: April Lawless

## 12.0 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

## 13.0 TERMINATION FOR DEFAULT:

13.1.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

13.1.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

13.1.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

13.1.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 14.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

## 15.0 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

## 16.0 CHANGES OR ADDITIONS/DELETIONS OF SERVICE:

16.1.1 The Procurement Officer, by written order, may make changes within the general scope of this Contract in any one or more of the following areas:

16.1.1.1 Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements.

16.1.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements.

16.1.1.3 If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price.

16.1.1.4 If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

16.1.1.5 Additionally, such Order will not direct substantive changes in services to be rendered by the Contractor.

#### 17.0 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

#### 18.0 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

#### 19.0 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Health Services Director shall be responsible for approving all amendments for Santa Cruz County Health Services.

#### 20.0 RETENTION OF RECORDS:

20.1.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

20.1.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Santa Cruz County for the services not so adequately supported and documented.

#### 21.0 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

#### 22.0 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

#### 23.0 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

24.0 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

25.0 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

25.1.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A:

25.1.1.1 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract:

25.1.1.2 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

25.1.1.3 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

26.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

26.1.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

26.1.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

26.1.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

26.1.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

26.1.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

26.2.1 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

26.2.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

27.0 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Santa Cruz County Superior Court or in the United States District Court for the District of Arizona, sitting in Nogales, Arizona.

28.0 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

29.0 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 29.1.1 Exhibit A, Pricing;
- 29.1.2 Exhibit B, Scope of Work

Contractor hereby certifies that Contractor has read, understands and agrees that acceptance by Santa Cruz County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Santa Cruz County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement as well as the RFP or solicitation that preceded this Contract.

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

*April Lawless*  
AUTHORIZED SIGNATURE

*April Lawless, CEO*  
PRINTED NAME AND TITLE

*6916 SW 53rd Ave, Portland, OR 97219*  
ADDRESS

*9/1/16*  
DATE

**SANTA CRUZ COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ATTORNEY FOR THE BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

EXHIBIT A  
PROFESSIONAL OUTSIDE SERVICES  
PRICING SHEET

BIDDER NAME: Coordinated Consulting Services, LLC  
F.I.D./VENDOR #: 26-3600084  
BIDDER ADDRESS: 6916 SW 53<sup>rd</sup> Ave., Portland, OR 97219  
P.O. ADDRESS: 6916 SW 53rd Ave., Portland, OR 97219  
BIDDER PHONE #: (602) 571-3587  
BIDDER E-MAIL ADDRESS: april@coordinatedconsulting.com  
COMPANY WEB SITE: www.coordinatedconsulting.com  
COMPANY CONTACT (REP): April Lawless, CEO and Owner

PAYMENT TERMS:

Base charges of \$14,250.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Medical Surge Plan Revision.

	Total Hours	Rate	Project Total
Five (5) Months	150	\$95.00/hr.	\$14,250.00

(as defined herein)

Respondent's signature (below) indicates understanding and agreement with the predetermined compensation/fees rate indicated above.

April Lawless  
Signature (REQUIRED)

9/1/16  
Date

Exhibit B

**Scope Of Work- Development of SCCHS Medical Surge Plan  
Santa Cruz County and Coordinated Consulting Group, LLC**

**1. BACKGROUND**

The Santa Cruz County Health Services (SCCHS), receives cooperative agreement funding from the Arizona Department of Health Services (ADHS) Bureau of Public Health Emergency Preparedness (PHEP), the Centers for Disease Control and prevention (CDC) grant. These funds are used for state and local support to achieve the deliverables of the PHEP grant.

Public Health Emergency Preparedness Program (PHEP) grant is from the CDC. PHEP grant recipients must address project activities to achieve the 2015-2016 application guidance as well as incorporate the Overarching Requirements within the program for the State of Arizona.

As a result, the Santa Cruz County Health Services (SCCHS) has identified a need for specialized assistance to meet the current grant requirements as follows:

- 1) Develop a SCC Medical Surge Plan including:
  - a. Incorporation of existing medical surge capacity in SCC (currently part of the Mass Care Plan)
  - b. Utilize basic CPG 101 plan format with customized Medical Surge Operations section of the plan
  - c. Develop Triage Operation and Activation Criteria/Managing Agency section
  - d. Identify Transportation capabilities
  - e. Clarify Hospital Operations
  - f. Clarify Alternate Care Sites (county or state-identified)
  - g. Other levels of care as appropriate
  - h. ESAR-VHP

**2. OBJECTIVE**

- 2.1 Assist the SCCHS in the development of the *Santa Cruz County Health Services Medical Surge Plan (SCC MSP)*

**3. SCOPE OF WORK**

**3.1 SCC Medical Surge Plan:**

- 3.11 Review existing Santa Cruz County's Mass Care/Medical Surge Plan
- 3.12 Review current federal and state requirement for the Medical Surge Plan
- 3.13 Develop Medical Surge Plan Template based on current requirements
- 3.14 Get approval from Santa Cruz County for approval to proceed
- 3.15 Develop and update SCC's existing medical surge capacity to develop a complete SCC Medical Surge Plan to meet the current grant requirements.

**4. TIMELINE AND BUDGET**

**4.1 Timeline:** September, 2016 – January, 2017

**4.2 Budget:** Total 150 hours of work as follows:

150 hours (\$95 per hour x 150 hours = \$14, 250)

**Total Budget = \$14, 250**

**5. APPROVALS**

- 5.1. Preparation of all final documents and reports including, but not limited to, monthly and final reports

**6. DELIVERABLES**

- 6.1. Monthly status report on progress made toward scope of work/tasks
- 6.2. Two invoices (one half-way through and one at completion)
- 6.3. Final report capturing all activities and tasks completed under this Scope of Work.

**7. ACCEPTANCE**

- 7.1 Upon receipt of all monthly reports
- 7.2 Upon receipt of the final activity report on or before

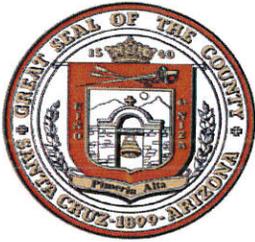
**8. NOTICES, CORRESPONDENCE AND REPORTS**

Notice, correspondence and reports from the contractor to SCCHS shall be sent to:

Shelly Jacobs, PHEP Program Manager  
Santa Cruz County Health Service  
2150 N. Congress Dr., Suite 115  
Nogales, AZ 85621

**9. PAYMENT SCHEDULE**

1<sup>st</sup> invoice will be submitted for half of the hours and then at project completion for the remainder of the hours.



**SANTA CRUZ COUNTY  
PUBLIC WORKS DEPARTMENT  
General Session: September 7, 2016**

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To: Board of Supervisors  
From: Jesus Valdez, P.E., Public Works Director  
Through: Jennifer St. John, County Manager  
Date: August 30, 2016

**Subject:** Discussion and Possible action to approve Professional Engineering Services with The WLB Group Inc., for the Kipper Street Design Project in the amount of \$64,600

**Recommendation:** Approve Professional Engineering Services with The WLB Group Inc., for the Kipper Street Design Project, in the amount of \$64,600

**Background:** Public Works is requested a proposal from The WLB Group Inc., to design Kippers Street in the industrial park. The WLB Group Inc., is familiar with the project and have previously design the drainage plans for the area.

**Financial Implications:** The funding source is Overweight Permit Fees

**Proposed Motions:** “Mr. Chairman, I move to approve Professional Engineering Services with The WLB Group Inc., for the Kipper Street Design Project, in the amount of \$64,600

**Attachments:** Project Proposal, Contract

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2016**, by and between the **SANTA CRUZ COUNTY**, hereinafter called the "**COUNTY**," and The WLB Group, Inc. 4444 E Broadway Blvd. Tucson, AZ 85711, hereinafter called the "**CONSULTANT**."

**RECITALS**

Pursuant to the provisions of the Arizona Revised Statutes §11-201, the **SANTA CRUZ COUNTY** Board of Supervisors has the authority to enter into contracts.

The **COUNTY** requires that engineering consulting services be performed, and **CONSULTANT** is willing to provide such services, hereinafter called the "**WORK ASSIGNMENT**"; Design of Kipper Street Improvements as shown on Exhibit A.

The **COUNTY'S** authorized representative will be the Public Works Director, or his/her duly authorized representative, hereinafter called the "**AGENT**", and the **AGENT** shall be the sole contact for administering this Contract.

The **COUNTY** desires to contract with **CONSULTANT** for the performance of such services as shown on Exhibit A, subject to the terms and conditions herein.

**THEREFORE**, the **COUNTY** and **CONSULTANT** hereby mutually agree as follows:

**1 SERVICES OF CONSULTANT:**

- 1.1** **CONSULTANT**, at the request of the **COUNTY**, shall perform engineering services for the **WORK ASSIGNMENT** and in accordance with the designated standards of the **COUNTY** and the Scope of Work as shown on Exhibit A.
- 1.2** **CONSULTANT** and its **SUBCONTRACTORS** or **SUB-CONSULTANTS** and their respective employees, agents, and representatives, when performing the services described in the Scope of Work, shall comply with all rules, regulations and mandates set forth by the **COUNTY**, State or Federal governments or any other entity having jurisdiction and shall adhere to all laws and regulations pertaining to occupational health, environmental protection and all other regulations and ordinances which apply to any work performed pursuant to the **CONTRACT**.
- 1.3** **CONSULTANT** shall meet periodically with the **AGENT** in order to keep the **COUNTY** informed of the progress of the **WORK ASSIGNMENT**.

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

- 1.4 **CONSULTANT** shall promptly advise the **AGENT** of any factors, which may develop during the **WORK ASSIGNMENT** that may result in costs exceeding contract limits.

**2 PERIOD OF SERVICE:**

**CONSULTANT** shall complete all services specified in the **WORK ASSIGNMENT** in accordance with the performance period set forth on Exhibit A.

**3 PAYMENTS TO CONSULTANT:**

**COUNTY** shall compensate **CONSULTANT** for complete and satisfactory performance of the services specified in the **WORK ASSIGNMENT** and **CONSULTANT'S** other obligation under this Contract an amount as shown on Exhibit A, plus any adjustments that have been approved in writing, in accordance with the **COUNTY** Purchasing Policy.

**4 THE COUNTY'S RESPONSIBILITIES:**

- 4.1 The **COUNTY** will furnish **CONSULTANT**, at no cost to **CONSULTANT**, the following information or services for the **WORK ASSIGNMENT**. The **COUNTY** does not warrant the accuracy or comprehensiveness or any such information provided.
- 4.2 One copy of on-hand maps and records, if available, survey ties and bench marks, if applicable, or any other data pertinent to the **WORK ASSIGNMENT**. This does not, however, relieve **CONSULTANT** of the responsibility of searching records for additional information, of requesting specific information or from verification of the information provided.
- 4.3 All available information and data relative to policies, standards, criteria, and studies, etc. impacting the Contract and identified by **CONSULTANT**.
- 4.4 Availability of staff for consultation with **CONSULTANT** during the performance of the **WORK ASSIGNMENT**.
- 4.5 Examination of documents submitted by **CONSULTANT** and the rendering of decisions pertaining thereto promptly, to avoid unreasonable delays in the progress of the **WORK ASSIGNMENT** by **CONSULTANT**. The **COUNTY** will keep **CONSULTANT** advised concerning the progress of **COUNTY** review of **CONSULTANT'S** submittals.

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**5 ALTERATIONS IN THE SCOPE OF WORK:**

- 5.1 Any alteration in the Scope of Work that will result in a substantial change in the nature of **CONSULTANT'S WORK ASSIGNMENT** so as to materially increase or decrease the contract fee will require negotiation of an amendment and/or change order to the contract to be executed by the **COUNTY** and **CONSULTANT**.
- 5.2 No **WORK** shall commence on the change until the **CONTRACT** change has been approved by the **COUNTY** and **CONSULTANT** has been notified to proceed by the **COUNTY**.
- 5.3 It is understood and agreed that no claim for extra **WORK** performed or materials furnished by **CONSULTANT** will be allowed by the **COUNTY** except as provided herein, not covered by this Contract unless such **WORK** is first authorized in writing in accordance with the Santa Cruz **COUNTY** Purchasing Policy.
- 5.4 Any **WORK** or materials furnished by **CONSULTANT** without prior written authorization shall be at **CONSULTANT'S** own risk, cost, and expense, and **CONSULTANT** hereby agrees that without such written authorization no claims for compensation for such **WORK** or materials shall be made.

**6 RECORDS:**

- 6.1 Records of **CONSULTANT'S** expenses pertaining to the **WORK ASSIGNMENT** and records of accounts between the **COUNTY** and **CONSULTANT** shall be kept on a generally recognized accounting basis and shall be available upon request to the **COUNTY** or its authorized representative for audit purposes during normal business hours.
- 6.2 **CONSULTANT** shall retain such records for a period of five (5) years after completion of the **WORK ASSIGNMENTS** under this Contract and the **COUNTY'S** acceptance thereof.
- 6.3 The records shall be subject to audit by the **COUNTY** or any grantor agency if the **WORK ASSIGNMENT** is funded all or in part by a grant.

**7 PROJECT COMPLETION:**

If during the course of the **WORK ASSIGNMENT** situations arise which prevent completion within the allotted time, an extension may be granted by the **COUNTY** and must be approved in writing.

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**8 TERMINATION:**

- 8.1 The **COUNTY** may terminate this Contract at any time upon reimbursement to **CONSULTANT** of **CONSULTANT'S** expenses, which include reasonable charges for time and materials for the percentage of work satisfactorily completed and submitted to the **COUNTY**.
- 8.2 The **COUNTY** reserves the right to postpone, terminate or cancel this Contract for **CONSULTANT'S** failure to complete the **WORK ASSIGNMENT** on time, or failure to comply with the provisions or the Contract. The **COUNTY** also reserves the right to terminate any or all parts of this Contract for its own convenience, at the **COUNTY'S** sole discretion.
- 8.3 The **COUNTY** hereby gives notice that pursuant to A.R.S. §38-511 (A), this Contract may be canceled without penalty or further obligation if any person significantly involved in the initiation, negotiation, securing, drafting, or creating this Contract on behalf of the **COUNTY** is, at anytime while the Contract or any extension of the Contract is in effect, an employer, agent, or any other party to the Contract in any capacity or a **CONSULTANT** to any other party of the Contract with respect to the subject matter of the Contract.
- 8.4 Cancellation under this section will be effective when written notice from the **AGENT** is received by all of the parties of the Contract.
- 8.5 The **COUNTY** may recoup any fee for commission paid or due to any person significantly involved in the initiation, negotiation, securing, drafting, or creating of the Contract on behalf of the **COUNTY** from any other party to the Contract, arising as a result of the Contract.
- 8.6 **CONSULTANT** may terminate this Contract in the event of nonpayment of fees as specified in Section 3, **PAYMENTS TO THE CONSULTANT**.

**9 NOTICES:**

- 9.1 All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

COUNTY:  
Jesus Valdez, P.E.  
County Engineer  
Santa Cruz County  
275 Rio Rico Drive  
Rio Rico, Arizona 85648

CONSULTANT:  
William Walker, P.E.  
Project Principal  
The WLB Group, Inc.  
4444 E Broadway Blvd  
Tucson, AZ 85711

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

- 9.2 Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to **CONSULTANT** and **COUNTY** within ten (10) days of any change affecting this provision.

**10 SEVERABILITY:**

If any provisions, or portions of any provisions, of this Contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**11 LAWS GOVERNING CONTRACT:**

This Contract shall be in accordance with the laws of the state of Arizona. The parties stipulate that this Contract was entered into in the County of Santa Cruz, State of Arizona.

**12 OWNERSHIP OF DOCUMENTS:**

- 12.1 All original documents including, but not limited to studies, reports, tracings, drawings, models, estimates, field notes, investigations, design analyses, calculations and specifications, prepared in the performance of the **WORK ASSIGNMENT** shall be and remain the property of the **COUNTY** and shall be delivered to the **AGENT** before final payment is made to **CONSULTANT**.
- 12.2 The **COUNTY** will not alter the documents without noting such modifications or alterations and will hold **CONSULTANT** harmless from any claims arising from such modifications or alterations or for using the documents for other than their intended use.
- 12.3 **CONSULTANT** may retain reproducible copies of all such documents delivered to the **COUNTY**.
- 12.4 The **COUNTY** reserves the right to reuse the documents as it sees fit.

**13 COMPLIANCE WITH LAWS:**

- 13.1 **CONSULTANT** shall comply with all Federal, State, and local laws, local ordinances and regulations. **CONSULTANT'S** signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that **CONSULTANT** and **SUBCONSULTANTS** of any tier employ to complete the **WORK ASSIGNMENT**.
- 13.2 Compliance Requirements for A.R.S. §41-4401, Government Procurement: E-Verify Requirement

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

- 13.2.1** The **CONSULTANT** warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program....").
- 13.2.2** A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the **CONSULTANT** may be subject to penalties up to and including termination of the Contract.
- 13.2.3** Failure to cooperate with a State audit process to randomly verify the employment records of **CONSULTANT** and sub-consultants shall be deemed a material breach of the Contract and the **CONSULTANT** may be subject to penalties up to and including termination of the Contract.
- 13.2.4** The **COUNTY** retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the **CONSULTANT** or sub-consultant is complying with the warranty under paragraph 13.2.1
- 13.3** The **COUNTY** will conduct itself in accordance with the provisions of the **COUNTY** Purchasing Policy.

**14 GENERAL CONSIDERATIONS:**

- 14.1** The failure of either party to enforce any of the provisions to the Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract or any part hereof, or the right of either party to thereafter enforce each and every provision.
- 14.2** **CONSULTANT** shall be responsible for the cost of any additional design, studies and reports, field layout, testing, construction and supervision necessary to correct those errors or omissions attributable to **CONSULTANT** and for any damage incurred by the **COUNTY** as a result of additional construction costs caused by such **CONSULTANT** errors or omissions.
- 14.3** The **COUNTY'S** acceptance or approval of **CONSULTANT'S** work shall in no way relieve **CONSULTANT** of any responsibility in connection with the **WORK ASSIGNMENT**.
- 14.4** It is mutually understood and agreed that this Contract will be governed by the laws of the State of Arizona, both as to interpretation

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

and performance. Any action at law, suit in equity, or judicial proceeding instituted by either party for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the State of Arizona.

**15 SUCCESSORS AND ASSIGNS:**

The Contract shall not be assigned by either party without prior written approval of the other, except that **CONSULTANT** may use in the performance of this **WORK ASSIGNMENT** without prior approval of the **COUNTY**, personnel or services of its related entities, and affiliated companies as if they were an integral part of **CONSULTANT**. It shall extend to and be binding upon the heirs executors, administrators, successors and assigns of the parties hereto.

**16 NO KICK-BACK CERTIFICATION:**

**16.1** **CONSULTANT** warrants that no person has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Board of Supervisors or any employee of the **COUNTY** has any interests, financially or otherwise, in **CONSULTANT'S** firm.

**16.2** For breach or violation of this warranty, the **COUNTY** will have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, or contingent fee.

**17 ANTI-DISCRIMINATION PROVISION:**

**CONSULTANT** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability and further agrees not to engage in any unlawful employment practices. **CONSULTANT** further agrees to insert the foregoing provision in all subcontracts hereunder.

**18 AMENDMENTS:**

This Contract may be amended only by mutual written agreement of the **COUNTY** and **CONSULTANT**.

**19 INSURANCE AND INDEMNIFICATION REQUIREMENTS:**

**19.1** **CONSULTANT** and **SUBCONSULTANTS** shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this **CONTRACT** are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

hereunder by the **CONSULTANT**, his agents, representatives, employees or **SUBCONSULTANTS**.

**19.2** The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnify covenants contained in this Contract.

**19.3** The **COUNTY** in no way warrants that the minimum limits contained herein are sufficient to protect the **CONSULTANT** from liability that might arise out of the performance of the work under this Contract by the **CONSULTANT**, his agents, representatives, employees, or **SUBCONSULTANTS**. **CONSULTANT** is free to purchase such additional insurance as may be determined necessary.

**19.4 MINIMUM SCOPE AND LIMITS OF INSURANCE – CONSULTANT** shall provide coverage with limits of liability not less than those stated below:

**19.4.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability, ISO CG0001 or equivalent.

General Aggregate	\$2,000,000.00
Products – Completed Operation Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: **“The COUNTY of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT”**.

**CONSULTANT’S SUBCONSULTANTS** shall be subject to the same minimum requirements identified above.

**19.4.2 Automobile Liability**

Bodily injury and property damage for any owned and non-owned vehicles used in the performance of this **CONTRACT**.

Combined Single Limit (CSL)	\$1,000,000.00
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The policy shall be endorsed to include the following additional insured language: **“The COUNTY of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT, including automobiles owned, leased, hired or borrowed by the CONSULTANT.”**

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**CONSULTANT'S SUBCONSULTANTS** shall be subject to the same minimum requirements identified in this section.

**19.4.3 Worker's Compensation and Employer's Liability**

Workers' Compensation	Statutory
Employer's Liability	\$100,000.00
Each Accident	\$100,000.00
Disease – Each Employee	\$100,000.00
Disease – Policy Limit	\$500,000.00

Policy shall contain a **waiver of subrogation** against the **COUNTY** of Santa Cruz.

**CONSULTANT'S SUB-CONSULTANTS** shall be subject to the same minimum requirements identified in this section.

**19.4.4 Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000.00
Annual Aggregate	\$2,000,000.00

In the event that any professional liability insurance required by this **CONTRACT** is written on a claims-made basis, **CONSULTANT** warrants that any retroactive date under the policy shall precede the effective date of this **CONTRACT**; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this **CONTRACT** is completed.

Policy shall contain a **waiver of subrogation** against the **COUNTY** of Santa Cruz.

**19.4.5 Professional Liability (Errors and Omissions Liability) for SUBCONSULTANTS**

In addition to the insurance requirements for the **CONSULTANT**, the **CONSULTANT'S** registered **SUB-CONSULTANTS** (including structural, civil, mechanical, plumbing, electrical engineering, landscaping architecture, survey, geotechnical, and materials testing) are required to carry Professional Liability insurance as follows:

**19.4.5.1 Estimated Project Construction Costs of \$5,000,000 to \$25,000,000**

Each registered sub-consultant will carry:

Each Claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**19.4.5.2 Estimated Project Construction Cost of over  
\$25,000,000.00**

Structural, civil, mechanical plumbing, electrical engineers will carry:

Each Claim	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

**19.4.5.3 Estimated Project Construction Cost of over  
\$25,000,000.00**

All other registered **CONSULTANTS** not listed in 19.4.5.2 above will carry:

Each Claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

**19.4.6 Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the **COUNTY OF SANTA CRUZ** is named as an additional insured, the **COUNTY OF SANTA CRUZ** shall be an additional insured to the full limits of liability purchased by the **CONSULTANT** even if those limits of liability are in excess of those required by this Contract.

The **CONSULTANT'S** insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Coverage provided by the **CONSULTANT** shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**19.5 NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the **COUNTY**. Such notice shall be sent directly to **(COUNTY OF SANTA CRUZ, PUBLIC WORKS DEPARTMENT, ATTN: PUBLIC WORKS DIRECTOR, 275, RIO RICO, ARIZONA 85648)** and shall be sent by certified mail return receipt requested.

**19.6 ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A VII. The **COUNTY** in no way warrants that the above-required minimum insurer rating is sufficient to protect the **CONSULTANT** from potential insurer insolvency.

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**19.7 VERIFICATION OF COVERAGE:** **CONSULTANT** shall furnish the **COUNTY** with certificates of insurance (ACCORD form or equivalent approved by the **COUNTY**) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**19.7.1** All certificates and endorsements are to be received and approved by the **COUNTY** before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract.

**19.7.2** All certificates required by this Contract shall be sent directly to **(COUNTY OF SANTA CRUZ, PUBLIC WORKS DEPARTMENT, ATTN: PUBLIC WORKS DIRECTOR, 275, RIO RICO, ARIZONA 85648)**. The **COUNTY** project/contact number and project description shall be noted on the certificate of insurance. The **COUNTY** reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**19.7.3 Sub-consultants:** All required **SUBCONSULTANTS'** certificates and endorsement are to be received and approved by the **COUNTY** before work commences. All insurance coverage's for **SUBCONSULTANTS** shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

**19.8 INDEMNIFICATION CLAUSE:** The **CONSULTANT** hereby agrees to indemnify and hold harmless the **COUNTY**, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including reasonable attorney's fees) arising out of or resulting in any way from the performance of professional services for the **COUNTY** in the **CONSULTANT'S** capacity as an engineer and caused by any willful or negligent error, omission, or act of the **CONSULTANT** or any person employed by it or anyone for whose acts the **CONSULTANT** is legally liable. In consideration of the award of this Contract, the **CONSULTANT** agrees to waive all rights of subrogation against the **COUNTY**, its officers, officials, agents and employees for losses arising from the work performed by the **CONSULTANT** for the **COUNTY**.

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**20 STANDARD OF CARE:**

The standard of care for all professional Consulting and related services performed or furnished by **CONSULTANT** and its **SUBCONSULTANT'S** under this Agreement will be the care and skill ordinarily used by members of **CONSULTANT'S** profession practicing under similar conditions at the same time and in the same locality, and in connection with projects of similar scope, magnitude and quality as the Project.

**IN WITNESS WHEREOF**, the parties herein have executed this Contract.

CONSULTANT:

COUNTY OF SANTA CRUZ:

By \_\_\_\_\_  
Consulting Firm's Principal

By \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Printed Name

LEGAL REVIEW:  
Approved as to form and granted under the powers and authority granted under the laws of the State of Arizona to Santa Cruz County.

\_\_\_\_\_  
President  
Title

By \_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

ATTEST:

86-0402012  
\_\_\_\_\_  
Tax Identification Number

By \_\_\_\_\_  
Clerk of the Board

**SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**EXHIBIT "A"**

**THE WLB GROUP PROPOSAL**



Engineering • Planning  
Surveying • Urban Design  
Landscape Architecture

March 1, 2016

Mr. Jesus J. Valdez P.E.  
County Engineer / Public Works Director  
Santa Cruz County  
275 Rio Rico Drive  
Rio Rico, AZ 85648

**Subject: Proposal for Professional Services  
Kipper Street Road Improvements  
WLB No. 116000-A-020**

Dear Jesus:

Based upon your request, we are pleased to submit our proposal for professional services for street improvements for Kipper Street within South Industrial Park. We understand you wish to improve the roadway and define the driveways to the businesses. Per our discussion the road cross section will be 30 foot of pavement (2-13' travel lanes with 2-2' paved shoulder) with 4 foot earthen shoulders each side. A system to keep traffic from the non-paved areas shall be designed. A similar system is in place on Avenue Acaponeta which the County installed. The extents of the project will be from the Interstate 19 frontage road on the north to the intersection of Avenue Acaponeta on the south. Also discussed at our meeting is that you wish to have the intersections of Avenue Acaponeta and Via London paved with concrete. We understand Pattison Engineering will be preparing a geotechnical report for the project. Per your request they will be included in this proposal for accounting reasons, however WLB will take no liability for their work/report.

Accordingly, we propose to provide the following services:

**A. TOPOGRAPHIC SURVEY AND BASE MAP PREPERATION**

The aerial and topographic mapping for the roadway has been completed with the drainage project. We will survey existing culture as necessary within the right of way for design and prepare the base map.

**B. IMPROVEMENT PLANS**

1. **Grading, Paving and Drainage Plans** - We will prepare grading, paving and drainage plans for the roadway. These plans will be prepared in accordance with Santa Cruz County and MAG standards.



2. **Water and Sewer Plans** – Our scope of work assumes that the water and sewer mains will not be altered and thus not included in this scope of work.
3. **Utilities Coordination** - Our scope of work assumes that the existing utilities will not be altered and thus not included in this scope of work.
4. **Signage & Striping Plan** – We will prepare a signage and striping plan for the project in accordance with MAG standards.
5. **Stormwater Pollution Prevention Plan** - We will prepare a Stormwater Pollution Prevention Plan in accordance with State of Arizona and EPA requirements and prepare a Notice of Intent for your execution prior to initiation of construction.
6. **Drainage Addendum** - We will prepare a drainage addendum for the roadway. The basis for the report will be the Drainage Report prepared for the South Industrial Park Drainage Improvement project.

**C. MEETINGS & COORDINATION**

The WLB Group will attend team meetings with you to review the progress of the roadway design as necessary.

**D. DELIVERABLES & REIMBURSABLES**

We will provide 3 final bound copies of the drainage addendum and plans and an electronic copy in PDF format. During the study process, we will provide progress copies for your review and comment.

**E. GEOTECHNICAL REPORT**

Pattison Engineering will prepare a geotechnical report for the project.



Our fees for the above-described services will be as follows:

A.	Topographic Survey and Base Map Preparation .....	\$2,300
B.	Improvement Plans .....	\$54,500
C.	Meetings and Coordination .....	\$2,500
D.	Deliverables and Reimbursables .....	Time and Materials, not to exceed \$2,000
		<b>WLB Total .....</b>
E.	Geotechnical Report with markup .....	\$3,300
		<b>Grand Total \$64,600</b>

We appreciate the opportunity to submit this proposal and look forward to working with you. If the above-described arrangements are satisfactory, please so indicate in the space provided below and return one copy to our office together with a signed copy of our attached Standard Conditions. We are prepared to begin work immediately.

Sincerely,

THE WLB GROUP, INC.

Gary L. Grizzle, PLA  
Manager of Landscape Architecture

**ACCEPTED BY: Santa Cruz County**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## STANDARD CONDITIONS

1. Client agrees to cooperate in any and every way or manner with WLB on the services to be performed by WLB hereunder.
2. All sketches, drawings, tracings, computations, survey notes and other original documents are and shall remain the property of WLB, subject to the requirements of public agencies.
3. All agreements on WLB's part are contingent upon and subject to the fact that WLB shall not be responsible for damages or be in default or deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at established area wage rates, delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove work promptly, or due to late or slow or faulty performance by Client, other contractor, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of WLB's services hereunder and other unavoidable delay' or any causes beyond reasonable control of WLB. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly. In the event WLB's services hereunder are not completed within six (6) months from the date of this Agreement, WLB reserves the right to adjust its fee for the uncompleted portion of it, services to reflect any increase, of wages, salaries or benefits to be paid by WLB to its employees in the performance of this Agreement.
4. In the event that any staking is destroyed by an act of God or parties other than WLB, the cost of restaking shall be paid for by Client. Such cost shall be in addition to the compensation otherwise payable to WLB hereunder.
5. WLB makes no representation concerning soil conditions, and has not, unless expressly set forth in the description of the scope of work set forth in this Agreement, undertaken any responsibility to furnish any reports or to secure performance of any test, concerning the character of soils or their suitability for construction. In the event that WLB agrees to secure performance of soil tests, it is agreed that the service shall be for the convenience of the Client, and WLB's only obligation shall be to coordinate performance of soil tests and preparation of soil reports by a soil testing lab, which reports, and tests shall be for exclusive use of and dissemination to Client. WLB shall not be responsible for any claims, liabilities or damages which arise or are alleged to arise out of the making or failure to make soil surveys, compaction tests or other subsurface soil test, of any kind or nature.
6. WLB's responsibility in performing this contract is limited solely to the scope of services to be performed by WLB as expressly as set forth in this contract, and WLB, its agents and/or employees shall have no liability of any kind to the Client or to any construction contractor or sub-contractor or any person having contractual relationships with them for any actions, errors and/or omissions of WLB, its agents and/or employees which are not within the scope of the services to be performed by WLB. Additional services requested by the Client shall be covered by letter or memorandum and constitute an addendum to this Agreement.
7. Client agrees that the liability of WLB, its agents and employees, in connection with services hereunder, to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of WLB, its agents and/or employees is limited to the total fees actually paid by the Client to WLB for services rendered by WLB hereunder.
8. No conditions or representations altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
9. The Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including, without limitation, prosecution of work and the safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to defend, indemnify and hold WLB harmless from any and all liability, real or alleged, in connection with the performance of work on the project.
10. Client shall pay the cost of all expenses incurred or to be incurred by WLB directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractors; toll telephone calls and telegrams; and all charges to be paid or incurred for fees, permits, bond premiums, title company charges, delivery charges, blueprints and reproduction of reports, drawings, specifications and all other charges and expense, not specifically itemized in this paragraph, but which are reasonably necessary to the proper completion of the services hereby covered. In the event such reimbursable items are paid directly by WLB, then Client shall be obligated to reimburse WLB therefor, and such charges and expenses shall be invoiced by WLB to Client at direct cost, plus fifteen percent (15%) for handling.

11. Invoices will be issued monthly, are due and payable upon receipt and are delinquent fifteen (15) days after the invoice date. When an invoice becomes delinquent, WLB may, at its option, suspend or stop performance hereunder until such time as all delinquent invoices, together with accrued late charges attorneys' fees, litigation or collection expenses, whether taxable or not, shall have been paid. If an invoice remains delinquent for a period of fifteen (15) days. WLB may, at its option, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, WLB shall be entitled to payment for all services rendered and costs incurred hereunder to the date of termination and to recovery of all expenses which are attributable to said termination or described in paragraph 18 hereof.
12. Client shall promptly review invoices and notify WLB of any objection thereto. Absent such objection in writing within ten (10) days of the date of the invoice, the invoice and the services covered thereby shall be deemed proper and acceptable.
13. If invoices are not paid in full prior to delinquency, Client agrees to pay a late charge on the unpaid amount at a monthly rate equivalent to the prime lending rate then being charged by Wells Fargo Bank of Arizona, plus eight (8) percentage points, said late charge to accrue from the date on which each such invoice becomes delinquent. WLB reserves the right to increase or reduce the late charge rate by giving written notice to Client. Notice of any such increase or reduction shall become effective thirty (30) days following the date of the notice. All payments received by WLB shall first be credited to payment of any late charges and then to the principal balance.
14. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
15. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time of submission of the dispute; provided, however, that Client's obligation to make any payment to WLB for services rendered hereunder shall not be subject to arbitration if said obligation is set forth in a statement or invoice rendered by WLB and such statement or invoice is not disputed by Client in writing as required by paragraph 12 hereof.
16. In the event of a change of rule, regulation or policy by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services, shall be payable by client, and shall be invoiced and paid for as provided herein.
17. Upon written request, each of the parties hereto shall execute and deliver or cause to be executed and delivered such additional instruments and documents as may be necessary and proper to carry out the terms of this Agreement.
18. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.
19. This Agreement binds WLB and Client and their successors, assigns and partners. Neither party shall assign, sublet or transfer his interests, rights or obligations in this Agreement without the prior written consent of the other party hereto.
20. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.
21. This Agreement sets forth the entire agreement of Client and WLB with respect to the services to be performed hereunder. There are no understandings or agreements except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Title \_\_\_\_\_  
"Client"

THE WLB GROUP, INC.  
By:   
Title **MANAGER OF LANDSCAPE ARCHITECTURE**



**SANTA CRUZ COUNTY  
PUBLIC WORKS DEPARTMENT  
General Session: September 7, 2016**

---

To: Board of Supervisors  
From: Jesus Valdez, P.E., Public Works Director  
Through: Jennifer St. John, County Manager  
Date: August 30, 2016

**Subject:** Discussion and Possible action to approve Professional Engineering Services with Psomas, for the Kino Springs Wash Structure Design Project in the amount of \$37,559.37

**Recommendation:** Approve Professional Engineering Services with Psomas, for the Kino Springs Wash Structure Design Project, in the amount of \$37,559.37

**Background:** Public Works requested a proposal from Psomas to design Kino Springs Wash Structure Design. Psomas is familiar with the project and has previously completed the preliminary plans for this project.

**Financial Implications:** The funding source is HURF

**Proposed Motions:** “Mr. Chairman, I move to approve Professional Engineering Services with Psomas, for the Kino Springs Wash Structure Design Project, in the amount of \$37,559.37

**Attachments:** Project Proposal



May 3, 2012

Matthew D. Clark, VP  
Psomas  
333 E. Wetmore Road, Ste 450  
Tucson, AZ 85705  
[mclark@psomas.com](mailto:mclark@psomas.com)

RE: CONTRACT NO. 120379-02  
ARRA – On-Call Civil Engineering Services

Dear Mr. Clark:

This is your notice of final award for the referenced contract. Please find enclosed your copy of the contract documents. If you have any questions concerning this award; please contact me at (520) 837-4123.

Sincerely,  
**DEPARTMENT OF PROCUREMENT**  
Design and Construction Division

A handwritten signature in black ink, appearing to read 'Matt Hausman'.

Matt Hausman, CPPB  
Principal Contract Officer  
[Matt.Hausman@tucsona.gov](mailto:Matt.Hausman@tucsona.gov)

MH:ts

c: File





# Memorandum

**DATE:** May 3, 2012

**TO:** Andy McGovern  
Parks and Recreation

**FROM:** Matt Hausman  
Procurement Department

**SUBJECT:** DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO. 120379 – ARRA On-Call Civil Engineering Services**. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, **with copy to Procurement**, of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City Department of Procurement for direction;
4. Review any proposed or suggested changes (i.e. amendments) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that a copy of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You **are not** authorized to take the following actions:

1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code shall be deemed guilty of a misdemeanor and shall be removed from office or terminated from employment.

Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Department of Procurement.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Andrew McGovern

Signature

Date

# CITY OF TUCSON



**Contract 120379-02**

ARRA On-Call Civil  
Engineering Services

**PSOMAS**

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

CONTRACT NO. 120379-02  
PAGE 1 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## CONTRACT 120379 ARRA ON-CALL CIVIL ENGINEERING SERVICES

### TABLE OF CONTENTS

#### SECTION

- I. Introduction
- II. Scope of Work
- III. Contract Term and Renewal
- IV. Financial Considerations
- V. Special Terms and Conditions
- VI. Standard Terms and Conditions
- VII. Offer and Acceptance
- VIII. Exhibits

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

CONTRACT NO. 120379-02  
PAGE 2 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## CONTRACT 120379 ARRA ON-CALL CIVIL ENGINEERING SERVICES

### I. INTRODUCTION

This Contract provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer.

#### STANDARD SPECIFICATIONS AND DETAILS

City of Tucson/Pima County Standard Specifications and Details for Public Improvements are on file in the City Clerk's Office. The 2003 edition of the above-referenced Standard Specifications and Details are incorporated herein by this reference and are as much a part of the Contract Documents as if they were attached hereto or as they may be modified herein.

Copies of the above-referenced Standard Specifications and Details may be obtained at the following location:

City/County Standard Specifications and Details for Public Improvements (including City Traffic Engineering and Tucson Water Standard Specifications and Details)

Reproductions Inc.  
234 E 6th Street  
Tucson, AZ 85705-8424  
(520) 622-7747  
Cost: Standard Specifications - Call  
Standard Details - Call

Engineering work may include, but not be limited to, roadway design, drainage design, miscellaneous parkway design, electrical engineering design, preparation of plans and specifications and possible review of other consulting engineers' work for the City. It is the City's intent to retain UP TO SIX (6) CONSULTANTS for these services with individual projects being awarded in the best interests of the City based on the qualifications, proposed scope of work and/or potential availability of the firms.

Individual projects assigned under this contract are not expected to exceed \$150,000 unless a waiver is requested of and granted by the Director of Procurement.

Federal Transit Administration (FTA), American Reinvestment and Recovery Act (ARRA), Federal Highway Administration (FHWA), local and/or Regional Transportation Authority (RTA) funding may be utilized on individual projects under the Contract. Therefore, all FTA, ARRA, FHWA, federal, state and local requirements will be followed and the RTA shall be listed as additionally insured and as an additional indemnitee on the resulting contract. FTA and ARRA Terms and Conditions are included in Exhibit B.

## II. SCOPE OF WORK

### 1. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies. Some of the recent projects that have been undertaken as part of this type of contract include:

- RTA Bus Pullouts
- RTA Sidewalks
- Back to Basics and Pima County Neighborhood Reinvestment
- Developer impact fee roadway widenings
- Staffing assistance for management of design projects

### 2. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for environmental, survey, landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the subconsultant(s) for approval by the City Engineer's Office.

### 3. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten working days of notification. If necessary, each fee submittal shall be negotiated with the City's Project Manager until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

## III. CONTRACT TERM AND RENEWAL

**1. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of ONE (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for FOUR (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## IV. FINANCIAL CONSIDERATIONS

### 1. CONTRACT RATES

In consideration of the services provided, the City shall pay the Consultant in accordance with the negotiated partially loaded rates included in Exhibit A. The Consultant shall charge the City only in accordance with those same rates. Overhead justification is also included in Exhibit A.

The Profit rate and the level of effort required to complete each task along with any other direct expenses and/or sub-consultants shall be negotiated prior to issuance of a notice-to-proceed on an individual project.

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

### 2. FINANCIAL CONSIDERATIONS:

- .1 In consideration of the services performed under this contract, the City shall pay the Consultant in accordance with hourly rates negotiated prior to contract award. The level of effort required to complete each project along with any other direct expenses shall be negotiated prior to issuance of a notice-to-proceed. Individual projects including all phases and sub-consultants shall not exceed \$150,000 unless the Director of Procurement or his designee approves a waiver prior to issuance of notice-to-proceed. The negotiated fee can be based upon cost plus fixed fee or lump sum.
- .2 Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense

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

CONTRACT NO. 120379-02  
 PAGE 5 OF 20  
 CONTRACT OFFICER: MATT HAUSMAN.  
 PH: (520) 837-4123 / FAX: (520) 791-4735

reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

**V. 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**

**LIMITS OF LIABILITY**

Worker's Compensation

Statute

Commercial General Liability Insurance Including:

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

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

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

\$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.

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.
3. **OTHER CONTRACTS:** The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.
4. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.
- The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.
5. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
6. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. **INVOICING:** The City will pay the Contractor following the submission of an itemized invoice(s) on any prescribed form. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made. 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.

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor.

8. **MONITORING PAYMENTS TO SUBCONTRACTORS:** Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. This reporting requirement also extends to any certified DBE subcontractor.

As part of the contract documents requirement, the prime contractor will submit to OEOP, company procedures and policy for prompt payment of work and prompt release of retention to subcontractors. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by the City of Tucson to the prime contractor.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award. Contractors must submit a Supplier & Subcontractor Utilization List Final Payment Record to OEOP with their request for final payment. The Final Payment Record will record total dollar amounts paid to both DBE and non-DBE suppliers and subcontractors.

Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Office of Equal Opportunity Programs Director, 201 N. Stone Ave., 3<sup>rd</sup> Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the construction project. The DBE firm will be assisted by the Office of Equal Opportunity Programs with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

A copy of the DBE contract provisions shall be included with every subcontract.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

9. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into

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

CONTRACT NO. 120379-02  
PAGE 8 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

## VI. 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 judgment 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 therefore, 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, the firm may file a protest in accordance with Article IX of the Tucson Procurement Code.

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

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

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

CONTRACT NO. 120379-02  
PAGE 12 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

- 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 employee, partner, joint venturer, or associate of the other. An employee of one party shall not be deemed or construed to be the employee 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. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson City Charter and Code.
27. **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.

- 28. **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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.

35. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.
36. **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.
37. **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.
38. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the City.
39. **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.
40. **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.
41. **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.

42. **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.
43. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, 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.

44. **BUSINESS LICENSES AND PERMITS:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
45. **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
46. **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.
47. **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.
48. **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.

- 49. 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. FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
10. FHPM 7-7-9 – Air Quality Guidelines
11. National Environmental Policy Act of 1969, 1973 and supplements
12. Executive Order 11990 (Protection of Wetlands)
13. Wild and Scenic Rivers Act of 1968
14. Section 404 of the Clean Water Act of 1977
15. Federal Farmlands Act of 1981
16. FHWA Technical Advisory T6640.8m, "Guidance Material for the Preparation of Environmental Documents"
17. Section 1424 (e) of the Safe Drinking Water Act (Sole Source Aquifer Review).
18. 36 CFR 60 – Determinations of Eligibility for Inclusion in the National Register of Historic Places
19. Public Law – 91-646 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
20. Wilderness Act of 1964, Public Law 88-577
21. Arizona Desert Wilderness Act of 1990, Public Law 101-628
22. Resource Conservation and Recovery Act (RCRA)
23. Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
24. Superfund Amendments and Reauthorization Act (SARA)
25. United States Forest Service, Integrated Resource Management (3<sup>rd</sup> 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

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

CONTRACT NO. 120379-02  
PAGE 18 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

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:**

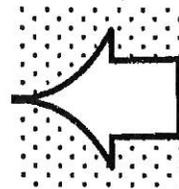
1. The Building Code of the City of Tucson
  2. Drainage Report and/or Grading Permit
  3. Industrial Wastewater Discharge Permit
  4. Native Plant Preservation Ordinance
  5. Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.
50. **CONTINUITY:** Consultant shall maintain 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.
51. **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.
52. **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.
53. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

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

CONTRACT NO. 120379-02  
PAGE 19 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

### VII. OFFER AND ACCEPTANCE

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



PSOMAS  
Company Name

333 E. Wetmore Rd Suite 450  
Address

Tucson AZ 85705  
City State Zip

[Signature]  
Signature of Person Authorized to Sign

MATHEW D. CLARK  
Printed Name

VP  
Title

#### ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 120379-02. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 25th day of April, 2010. Awarded this 24 day of April 2010.

[Signature]  
As Tucson City Attorney and not personally

[Signature]  
Mark A. Neihart, C.P.M., CPPB, APP, CPM  
As Director of Procurement and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
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CONTRACT NO. 120379-02  
PAGE 20 OF 20  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## **VIII. EXHIBITS**

EXHIBIT A – NEGOTIATED CONTRACT RATES AND OVERHEAD DOCUMENTATION

EXHIBIT B – FEDERAL TRANSIT ADMINISTRATION (FTA) AND AMERICAN REINVESTMENT AND RECOVERY ACT (ARRA) TERMS AND CONDITIONS

EXHIBIT C – INSURANCE DOCUMENTATION

EXHIBIT A



**PSOMAS**

Balancing the Natural and Built Environment

February 28, 2012

Mr. Matt Hausman, CPPB  
Principal Contract Officer  
Design and Construction Division  
City of Tucson Department of Procurement  
255 W Alameda, 6<sup>th</sup> Floor West  
Tucson, AZ 85701

**RE: Fee Summary for RFQ 120379 On-Call Civil Engineering Services  
Psomas Job No.: 7TUS120101**

Mr. Hausman:

We are pleased to submit our Fee Summary for the On-Call Civil Engineering Services Contract. We are able to internally perform the following tasks listed in the Request for Qualifications (RFQ):

- Hydrologic and Hydraulic Analyses
- Drainage Design
- Roadway, Roadside, and Parkway Design
- Traffic Engineering
- Utility Coordination/Design
- Survey
- Right-of-Way Analysis
- Plan Review
- Staffing Assistance for Project Management

Attached, you will find the billing rates for the discipline categories that may potentially be used under the on-call. Please let me know if you need further information or have any questions. We look forward to a continued partnership with the City of Tucson.

Sincerely,

**PSOMAS**



Matthew D. Clark, PE  
Principal/Vice President, Public Works  
[mclark@psomas.com](mailto:mclark@psomas.com)

*Attachments: Fee Summary - Psomas (1 page)  
Audited Overhead Report FYE 12/31/10 (21 pages)*

333 E. Wetmore Road, Suite 450  
Tucson, AZ 85705

Tel 520.292.2300  
Fax 520.292.1290  
[www.Psomas.com](http://www.Psomas.com)



**PSOMAS AND SUBSIDIARIES**  
Los Angeles, California

**CONSOLIDATED SCHEDULE OF INDIRECT COSTS –  
NET OF UNALLOWABLE COSTS**

December 31, 2010  
with

**INDEPENDENT AUDITOR'S REPORT**

and

**SUPPLEMENTARY INFORMATION**

# PSOMAS AND SUBSIDIARIES

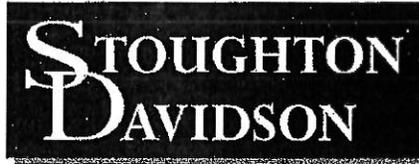
Los Angeles, California

December 31, 2010

## INDEX

	<u>Page Number</u>
Independent Auditor's Report on the Consolidated Schedule of Indirect Costs – Net of Unallowable Costs	1 - 2
Consolidated Schedule of Indirect Costs – Net of Unallowable Costs	3
Notes to the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs	4 - 7
Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting	8 - 9
Supplementary Information	
Independent Auditor's Report on the Supplementary Information	10
Schedule of Indirect Costs with Unallowable Costs	11
Listing of Unallowable Account Adjustments with FAR References	12

TOM K. McPERSON  
J. SCOTT BRISTOL  
SCOTT T. DYE  
TRACY A. GARONE  
JEFFREY K. TATSUMURA  
DARRELL L. CARLIS



ACCOUNTANCY CORPORATION

2520 WEST SHAW LANE, SUITE 101 • FRESNO, CALIFORNIA 93711  
(559) 436-1200 • WWW.STOUGHTONOPA.COM

♦ SERVING THE SAN JOAQUIN VALLEY OVER 85 YEARS

JOHN S. STOUGHTON  
(1914-1989)  
JAMIE L. DAVIDSON  
(RETIRED)  
HARVEY E. HARTMAN  
(RETIRED)  
RONALD A. RUEHNER  
(RETIRED)  
GREG J. ROMAGNOLI  
(1976-2009)

## INDEPENDENT AUDITOR'S REPORT ON CONSOLIDATED SCHEDULE OF INDIRECT COSTS - NET OF UNALLOWABLE COSTS

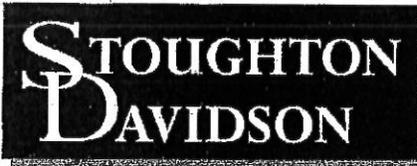
To The Stockholders  
Psomas and Subsidiaries  
Los Angeles, California

We have audited the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs (the "Schedule") of Psomas and Subsidiaries (the "Company") for the year ended December 31, 2010. This Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the financial audit standards contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial presentation of the Schedule. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other Federal and state regulations as discussed in Note 1, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of Psomas and Subsidiaries for the year ended December 31, 2010 on the basis of accounting described in Note 1.



ACCOUNTANCY CORPORATION

A MEMBER OF THE MOSS ADAMS CONNECTION

◆ SERVING THE SAN JOAQUIN VALLEY OVER 85 YEARS

In accordance with *Government Auditing Standards* we have issued a report dated May 12, 2011 on our consideration of the Company's internal controls and its compliance with laws and regulations.

This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

*Stoughton Davidson Accountancy Corporation*  
Stoughton Davidson Accountancy Corporation  
May 12, 2011

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

Consolidated Schedule of Indirect Costs - Net of Unallowable Costs  
For the Year Ended December 31, 2010  
(Rounded to the Nearest Hundred Dollars)

Description	FAR Audit	Office Costs	Survey Field Costs	PM/CM Field Costs
<b>Direct Labor</b>	<u>\$ 21,327,000</u>	<u>\$ 14,686,300</u>	<u>\$ 3,039,900</u>	<u>\$ 3,600,800</u>
<b>Labor Overhead</b>				
Vacation/Holiday/Paid Leave	\$ 4,023,100	\$ 3,075,400	\$ 292,600	\$ 655,100
Payroll Taxes	2,919,100	2,126,000	340,200	452,900
Group Insurance	2,844,000	2,291,400	64,400	488,200
Pension/ESOP Contributions	1,337,100	1,081,500	25,200	230,400
Performance Bonus	2,367,300	1,744,200	237,400	385,700
Union Dues-Field	1,138,500	-	1,138,500	-
<b>Total Labor Overhead</b>	<u>\$ 14,629,100</u>	<u>\$ 10,318,500</u>	<u>\$ 2,098,300</u>	<u>\$ 2,212,300</u>
<b>General Overhead</b>				
Indirect Labor	\$ 10,798,500	\$ 8,755,000	\$ 650,800	\$ 1,392,700
Auto and Transportation	1,311,600	628,800	362,900	319,900
Bad Debts	-	-	-	-
Depreciation	1,061,300	637,400	267,700	156,200
Equipment Rental	1,245,400	499,900	537,100	208,400
Insurance	895,400	514,100	202,700	178,600
Interest	-	-	-	-
Marketing	121,300	83,500	17,300	20,500
Supplies	862,900	534,900	188,400	139,600
Personnel Costs and Staffing	629,600	431,700	90,000	107,900
Professional Activities	522,900	350,900	86,000	86,000
Professional Services	1,124,500	774,400	160,300	189,800
Rent, Utilities and Maintenance	4,697,000	4,222,400	116,900	357,700
Repairs and Maintenance	811,400	456,500	173,400	181,500
Taxes and Licenses	276,000	190,000	39,300	46,700
Telephone	708,400	416,900	129,300	162,200
State Income Taxes	145,300	100,100	20,700	24,500
<b>Total General Overhead</b>	<u>\$ 25,211,500</u>	<u>\$ 18,596,500</u>	<u>\$ 3,042,800</u>	<u>\$ 3,572,200</u>
<b>Total Indirect Costs</b>	<u>\$ 39,840,600</u>	<u>\$ 28,915,000</u>	<u>\$ 5,141,100</u>	<u>\$ 5,784,500</u>
<b>Percent of Direct Labor</b>	186.8%	196.9%	169.1%	160.6%
<b>Reconciliation to Audited Financial Statements</b>				
Total Indirect Costs - FAR Audit	\$ 39,840,600			
Add: Unallowable Expense	<u>2,739,700</u>			
Total Indirect Expense per Audited Financial Statement	<u>\$ 42,580,300</u>			

See Independent Auditor's Report and Notes to the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs  
Stoughton Davidson Accountancy Corporation

## **PSOMAS AND SUBSIDIARIES**

Los Angeles, California

### **NOTES TO THE CONSOLIDATED SCHEDULE OF INDIRECT COSTS - NET OF UNALLOWABLE COSTS December 31, 2010**

#### **Note 1 - Organization and Summary of Significant Accounting Policies**

##### **Organization**

Psomas (the "Company") was incorporated in the State of California on February 1, 1974. The Company provides civil engineering, surveying, planning, and other related services primarily in California.

##### **Summary of Significant Accounting Policies**

##### **Basis of Accounting**

The Company's Consolidated Schedule of Indirect Costs - Net of Unallowable Costs (the "Schedule") was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the consolidated schedule of indirect costs is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

##### **Principles of Consolidation**

The Consolidated Schedule of Indirect Costs - Net of Unallowable Costs includes the accounts of Psomas and its wholly owned Subsidiaries, PsoTec and Psomas Renewables, LLC. PsoTec was formed and began operations during the year ended January 31, 2007. Psomas Renewables LLC, a limited liability company, was formed and began operations during September 2009. All material intercompany transactions have been eliminated in consolidation.

##### **Financial Accounting System**

The Company maintains its accounting records on the accrual basis of accounting for financial reporting, while using the cash method of accounting for income tax purposes.

##### **Job Cost Accounting System**

The Company maintains a job order cost accounting system.

(Continued)

See Independent Auditor's Report  
Stoughton Davidson Accountancy Corporation

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

### NOTES TO THE CONSOLIDATED SCHEDULE OF INDIRECT COSTS -- NET OF UNALLOWABLE COSTS December 31, 2010

#### **Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

##### **Labor Related Costs**

The Company distributes labor costs to direct projects for all employee classifications. Overtime premium costs are included in indirect labor rather than allocated to projects. The Company tracks pay earned by certain salaried employees for time worked in excess of 40 hours per week. These amounts are recorded by the Company as utilized by the employee. There was one highly compensated individual whose compensation was limited to reasonable limits.

##### **Direct Costs**

The Schedule excludes the classifications of costs which were directly related to projects, including but not limited to subcontractors, travel, reprographics and delivery services. The source of these direct costs is the vendor invoices received by the Company.

##### **Allocation of Indirect Costs**

The allocation basis for indirect costs is direct labor. However, special allocation pools are utilized for the survey and PM/CM cost centers and rent and utilities of the Company.

##### **Paid Time Off**

The Company has a Paid Time Off policy for its full-time employees, which combines vacation and sick time into one plan. Accrued time off is based on years of service.

##### **Depreciation and Leasing Policies**

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool. Depreciation is computed on the straight-line basis using estimated useful lives.

The depreciation reflected on the Company's financial statements differs from the acceptable depreciation for Federal income tax purposes. Since the financial statement amounts included in the overhead pool are lower than the amounts used for Federal purposes, the amounts included in the Schedule of Indirect Costs are allowable under FAR 31.205-11(e).

(Continued)

See Independent Auditor's Report  
Stoughton Davidson Accountancy Corporation

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

### NOTES TO THE CONSOLIDATED SCHEDULE OF INDIRECT COSTS – NET OF UNALLOWABLE COSTS December 31, 2010

#### **Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

##### **Pension/ ESOP Contributions**

The ESOP contribution expense consists of shares released, shares purchased and shares recycled within the plan. For the year ended December 31, 2010, no shares were purchased, and 18,000 shares were recycled within the plan. The amount of the ESOP expense included in the overhead pool for the year ended December 31, 2010 is \$1,337,100.

##### **Note 2 – Unallowable Expenses**

According to FAR 31.205-3, bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection and legal costs are unallowable. Bad debt expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$575,300.

According to FAR 31.205-19, premiums associated with key-man life insurance are considered unallowable unless included as additional compensation to the employee. Insurance expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$61,700.

According to FAR 31.205-20, interest costs on borrowings are unallowable. Interest expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$156,900.

According to FAR 31.205-14, costs of dues for social clubs and other entertainment activities are considered unallowable. Marketing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$407,200.

According to FAR 31.205-38, general sales promotion costs are considered unallowable. Indirect labor expense for the year ended December 31, 2010 was reduced by the unallowable amount \$956,400.

According to FAR 31.205-15, costs of fines and penalties are considered unallowable unless incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the contracting officer. Supplies expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$100.

According to FAR 31.205-46, travel costs in excess of Federal Travel Regulation rates are considered unallowable. Personnel costs and staffing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$900.

(Continued)

See Independent Auditor's Report  
Stoughton Davidson Accountancy Corporation

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

### NOTES TO THE CONSOLIDATED SCHEDULE OF INDIRECT COSTS – NET OF UNALLOWABLE COSTS

December 31, 2010

#### Note 2 – Unallowable Expenses (Continued)

According to FAR 31.205-51, costs of alcoholic beverages are considered unallowable. Personnel costs and staffing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$40,100.

According to FAR 31.205-14, costs of amusement, diversions, social activities, and directly associated costs, such as tickets to shows or sports events are considered unallowable. Personnel costs and staffing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$40,400.

According to FAR 31.205-8, contributions or donations, including cash, property and services, regardless of recipient, are considered unallowable, except for costs of participation in community service activities. Marketing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$44,300.

According to FAR 31.205-6(f)(1), bonus costs in excess of reasonable amounts are considered unallowable. Performance bonus expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$66,400.

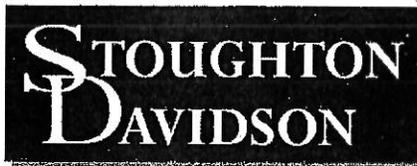
According to FAR 31.205-6, costs related to personal use of company vehicles are considered unallowable. Auto and transportation expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$249,800.

According to FAR 31.205-7, costs related to idle facilities are considered unallowable. Rent, utilities and maintenance expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$118,400.

According to FAR 31.205-6(b), compensation costs in excess of reasonable amounts are considered unallowable. Personnel costs and staffing expense for the year ended December 31, 2010 was reduced by the unallowable amount of \$21,800.

See Independent Auditor's Report  
Stoughton Davidson Accountancy Corporation

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JOHN S. STOUGHTON  
(1914-1982)  
JAMIE L. DAVIDSON  
(RETIRED)  
HARVEY E. HARTMAN  
(RETIRED)  
RONALD A. RUTHER  
(RETIRED)  
GREG J. ROMAGNOLI  
(1970-2009)

## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND INTERNAL CONTROL OVER FINANCIAL REPORTING

To The Stockholders  
Psomas and Subsidiaries  
Los Angeles, California

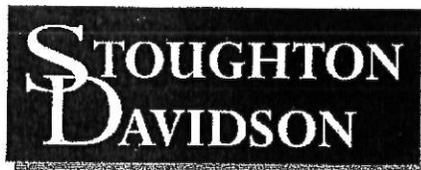
We have audited the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs (the "Schedule") of Psomas and Subsidiaries (the "Company") for the year ended December 31, 2010, and have issued our report thereon dated May 12, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

### Internal Control over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with Part 31 of the Federal Acquisition Regulation. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their



ACCOUNTANCY CORPORATION

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assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

### Compliance

As part of obtaining reasonable assurance about whether the Company's overhead schedule is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

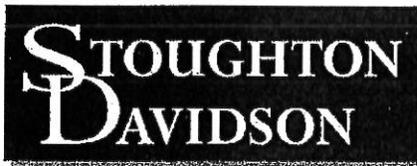
We noted certain matters that we reported to management of the Company in separate letter dated April 1, 2011.

This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation, and should not be used for any other purpose.

*Stoughton Davidson Accountancy Corporation*  
Stoughton Davidson Accountancy Corporation  
May 12, 2011

**SUPPLEMENTARY INFORMATION**

TOM K. McPHERSON  
J. SCOTT BRISTOL  
SCOTT T. DYE  
TRACY A. GARONE  
JEFFREY K. TATSUMURA  
DARRELL L. CARLIS



ACCOUNTANCY CORPORATION

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(1970-2009)

## INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To The Stockholders  
Psomas and Subsidiaries  
Los Angeles, California

We have audited the Consolidated Schedule of Indirect Costs - Net of Unallowable Costs (the "Schedule") as of and for the period ended December 31, 2010 and our report thereon dated May 12, 2011, which expressed an unqualified opinion on that Schedule, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the Schedule as a whole. The Schedule of Indirect Costs with Unallowable Costs and the Listing of Unallowable Account Adjustments with FAR References are presented for purposes of additional analysis and are not a required part of the Schedule. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Schedule. The information has been subjected to the auditing procedures applied in the audit of the Schedule and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the Schedule itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the Schedule as a whole.

*Stoughton Davidson Accountancy Corporation*  
Stoughton Davidson Accountancy Corporation  
May 12, 2011

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

Schedule of Indirect Costs with Unallowable Costs  
For the Year Ended December 31, 2010  
(Rounded to the Nearest Hundred Dollars)

Description	Financial Statement Expense	Unallowable Expense	FAR Ref	FAR Audit
<b>Direct Labor</b>	<u>\$ 21,327,000</u>	<u>\$ -</u>		<u>\$ 21,327,000</u>
<b>Labor Overhead</b>				
Vacation/Holiday/Paid Leave	\$ 4,023,100	\$ -		\$ 4,023,100
Payroll Taxes	2,919,100	-		2,919,100
Group Insurance	2,844,000	-		2,844,000
Pension/ESOP Contributions	1,337,100	-		1,337,100
Performance Bonus	2,433,700	(66,400)	(11)	2,367,300
Union Dues-Field	1,138,500	-		1,138,500
<b>Total Labor Overhead</b>	<u>\$ 14,695,500</u>	<u>\$ (66,400)</u>		<u>\$ 14,629,100</u>
<b>General Overhead</b>				
Indirect Labor	\$ 11,754,900	\$ (956,400)	(5)	\$ 10,798,500
Auto and Transportation	1,561,400	(249,800)	(12)	1,311,600
Bad Debts	575,300	(575,300)	(1)	-
Depreciation	1,061,300			1,061,300
Equipment Rental	1,245,400			1,245,400
Insurance	957,100	(61,700)	(2)	895,400
Interest	156,900	(156,900)	(3)	-
Marketing	572,800	(451,500)	(4), (10)	121,300
Supplies	863,000	(100)	(6)	862,900
Personnel Costs and Staffing	732,800	(103,200)	(7), (8), (9), (14)	629,600
Professional Activities	522,900			522,900
Professional Services	1,124,500			1,124,500
Rent, Utilities and Maintenance	4,815,400	(118,400)	(13)	4,697,000
Repairs and Maintenance	811,400			811,400
Taxes and Licenses	276,000			276,000
Telephone	708,400			708,400
State Income Taxes	145,300			145,300
<b>Total General Overhead</b>	<u>\$ 27,884,800</u>	<u>\$ (2,673,300)</u>		<u>\$ 25,211,500</u>
<b>Total Indirect Costs</b>	<u>\$ 42,580,300</u>	<u>\$ (2,739,700)</u>		<u>\$ 39,840,600</u>
<b>Percent of Direct Labor</b>				186.8%

See Independent Auditor's Report on Supplementary Information  
Stoughton Davidson Accountancy Corporation

## PSOMAS AND SUBSIDIARIES

Los Angeles, California

### Listing of Unallowable Account Adjustments with FAR References For the Year Ended December 31, 2010

Item Number	FAR Reference	Explanation
(1)	31.205-3	Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection and legal costs are unallowable.
(2)	31.205-19	The premiums associated with key-man life insurance are considered unallowable unless included as additional compensation to the employee.
(3)	31.205-20	Interest costs on borrowings are unallowable.
(4)	31.205-14	Costs of dues for social clubs and other entertainment activities are considered unallowable.
(5)	31.205-38	General sales promotion costs are considered unallowable.
(6)	31.205-15	Costs of fines and penalties are considered unallowable unless incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the contracting officer.
(7)	31.205-46	Travel costs in excess of Federal Travel Regulation rates are considered unallowable.
(8)	31.205-51	Costs of alcoholic beverages are considered unallowable.
(9)	31.205-14	Costs of amusement, diversions, social activities, and directly associated costs, such as tickets to shows or sports events are considered unallowable.
(10)	31.205-8	Contributions or donations, including cash, property and services, regardless of recipient, are considered unallowable, except for costs of participation in community service activities.
(11)	31.205-6(f)(1)	Bonus costs in excess of reasonable amounts are considered unallowable.
(12)	31.205-6	Costs related to personal use of company vehicles are considered unallowable.
(13)	31.205-7	Costs related to idle facilities are considered unallowable.
(14)	31.205-6(b)	Compensation costs in excess of reasonable amounts are considered unallowable.

See Independent Auditor's Report on Supplementary Information  
Stoughton Davidson Accountancy Corporation

## EXHIBIT B

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

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

### **Requirements/Conditions For All FTA Assisted Contracts:**

- Federal Disclaimer to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Access to Third Party Contract Records
- Prohibitions Against Exclusionary or Discriminatory Specifications
- Changes to Federal Requirements
- Civil Rights Requirements
- Termination Provisions
- Requirements for Disadvantaged Business Enterprises
- Incorporation of FTA Terms

### **Requirements for Contracts Exceeding \$25,000:**

- Debarment and Suspension Requirements

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

- Report, record retention, and access provisions
- Buy America requirements
- Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
- Lobbying Requirements
- Clean Water Requirements
- Clean Air Requirements

### **Non Construction Activities**

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

### **Miscellaneous Special Requirements**

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Seat Belt Use
- Text Messaging While Driving

### **Certifications**

- Lobbying Certification

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

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

**Requirements/Conditions For All FTA Assisted Contracts**

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

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

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

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

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

Federal Disclaimer to Third Parties

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

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the

right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Third Party Contract Records

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

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

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

#### Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011 between the City of Tucson and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

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

1. Termination for Convenience (General Provision): The City Of Tucson may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City Of Tucson to be paid the Contractor. If the Contractor has any property in its possession belonging to the City Of Tucson, the Contractor will account for the same, and dispose of it in the manner the City Of Tucson directs.
2. Opportunity to Cure (General Provision): The City Of Tucson in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

3. Waiver of Remedies for any Breach: In the event that the City of Tucson elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such

waiver by the City of Tucson shall not limit the City of Tucson's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

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

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

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

1. The Federal Fiscal Year goal has been set by the City Of Tucson in an attempt to match projected procurements with available qualified disadvantaged businesses. The City Of Tucson goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City Of Tucson as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of

the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

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

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

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

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

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

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the City Of Tucson DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City Of Tucson and will be submitted to the City Of Tucson upon request.

e. The City Of Tucson will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- \* Identification of qualified DBE
- \* Available listing of Minority Assistance Agencies
- \* Holding bid conferences to emphasize requirements

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

- a. Disadvantaged business "means a small business concern":
    - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
    - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  - or
  - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
  - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
  - b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
  - c. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
    - i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
    - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
    - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.
3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by the City of Tucson to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by the City of Tucson. The City of Tucson will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Office of Equal Opportunity Programs Director, 201 N. Stone Ave., 3<sup>rd</sup> Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

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

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

**Requirements for Contracts Exceeding \$25,000**

## Debarment and Suspension Requirements

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(18), October, 2011 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

- a. State Debarment and Suspension Lists. A recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nonresponsible and ineligible for contract award

**Requirements for Contracts Exceeding \$100,000**

**Report, Record Retention and Access Provisions - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17**

**Record Retention**

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

**Access to Records of Recipients and Subrecipients**

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

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

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

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

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

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

**Disputes**

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

**Performance During Dispute**

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

### Claims for Damages

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

### Remedies

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

### Rights and Remedies

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

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

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

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

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

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

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

## Non Construction Activities

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

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

## Miscellaneous Special Requirements

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

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

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

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

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

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

**National ITS Architecture**

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

**Seat Belt Use**

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

**Text Messaging While Driving**

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

a. Definitions. As used in this Special Provision:

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

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
  - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

## Certifications

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

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

(To be submitted by the bidder/offeror)

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

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

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

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

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

 Signature of Contractor's Authorized Official

MATTHEW D. CLARK <sup>VP.</sup> Name and Title of Contractor's Authorized Official

4/6/12 Date

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

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

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

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

- C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
8. FTA will only entertain a protest that alleges:
- 1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
  - 2. Violations of Federal law or regulation.

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

A protest filed with FTA shall:

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



## ARRA Terms and Conditions

On February 17, 2009 President Obama signed the American Reinvestment and Recovery Act of 2009 (ARRA, Act, or the "Recovery Act") as an economic stimulus.

This solicitation will be funded with funds appropriated by the American Reinvestment and Recovery Act of 2009. All applicable federal rules and regulations are incorporated by reference herein notwithstanding the fact that they may not be specifically referenced in this solicitation.

By submission of your proposal, the Offeror certifies to the City and in addition, agrees that it will comply with all requirements and applicable regulations specified in this solicitation and the American Reinvestment and Recovery Act of 2009.

Applicable federal laws, regulations and requirements include, but are not limited to the following:

### 1. RIGHTS TO INSPECTION

#### ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

- (1) to examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

### 2. WHISTLEBLOWER PROTECTIONS

#### PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS

(a) No employee of any non-Federal employer receiving covered funds may be discharged, demoted, or otherwise discriminated against as reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board (hereafter the "Board"), an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) The term "covered funds" means any contract, grant, or other payment received by any non-Federal employer if the Federal Government provides any portion of the money or property that is provided, requested, or demanded at least some of the funds are appropriated or otherwise made available by the Recovery Act.

(c) The rights and remedies afforded to employees by this Article and Section 1553 of Division I of the Act may not be waived by any agreement, policy, form, or condition of employment. No dispute arising under this Article shall be subject to any pre-dispute requirement for arbitration, except that an arbitration requirement in a collective bargaining agreement shall be enforceable with respect to disputes arising under that agreement.

(d) CONTRACTOR must post a notice of the employee rights and remedies under this Article and Section 1553 of Division I of the Act in a prominent and clearly visible location accessible to employees, and require each subcontractor at every tier to do so.

**Employee Notice of Rights poster is attached herein.**

(e) This Article shall be included in all subcontracts at every tier.

(f) Any confirmed incident of reprisal under this Article or Section 1553 of the Act or any failure to comply with the requirements of this Article or Section 1553 of the Act may be justification for termination of the Contract for cause.

### **3. REPORTING**

By executing this Amendment, Contractor agrees to comply with all reporting requirements regarding labor hours and the estimated number of jobs created or retained as required by Division A, Title XV, Section 1512, subsection (c)(3)(D), of the American Reinvestment and Recovery Act of 2009.

### **4. REGISTRATION REQUIREMENTS**

Contractor shall ensure that they have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements.

### **5. UTILIZATION OF SMALL BUSINESS**

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

### **6. DRUG-FREE WORKPLACE**

Contractor must comply with drug-free workplace requirements of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C.701 et seq.).



## U.S. DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL

# WHISTLEBLOWERS KNOW YOUR RIGHTS

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

*American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553*



### ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.



### REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*



### REMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.



### ALTERNATIVES:

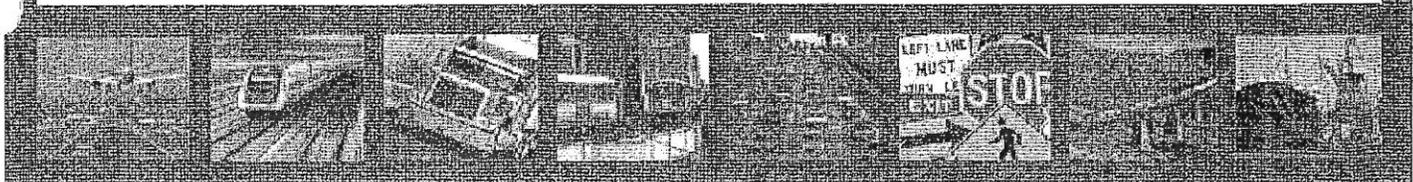
You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

## \*\*\* OIG HOTLINE \*\*\*

[www.oig.dot.gov/recovery/whistleblower\\_protections.jsp](http://www.oig.dot.gov/recovery/whistleblower_protections.jsp)

Phone: 1-800-424-9071

Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)



## Certification for a Drug-Free Workplace

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Federal Transit Administration (FTA) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work-place and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees --

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the FTA funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** FTA will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
<input checked="" type="checkbox"/> X	

EXHIBIT C

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 3/9/2012
<b>PRODUCER</b> Daley, Renton & Associates P.O. Box 10550 Santa Ana CA 92711-0550	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> PSOMAS 555 South Flower Street, Suite 4400 Los Angeles CA 90071	INSURER A: ACE American Insurance Company INSURER B: Travelers Property Casualty Co of Ameri INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	630265M676A	10/15/2011	10/15/2012	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$1,000,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					Deductible N/A
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810265M676A	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB6A526643	10/15/2011	10/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
A	<b>OTHER Professional Liability Claims Made</b>	G23638381003	10/15/2011	10/15/2012	Per Claim \$1,000,000
					Annual Aggregate \$1,000,000
Deductible \$250,000					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors Included as respects to General Liability.  
 7TUS120101; Client's Contract/Job #: 120379-06; ARRA On-Call Civil Engineering Services.  
 THE CITY OF TUCSON & REGIONAL TRANSPORTATION AUTHORITY (RTA) are additional insured as respects to General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL as required by written contract.

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b> 10 Day notice for Non-Paymnt of Prem
City of Tucson & Regional Transportation Authority (RTA) Attn: Matt Hausman P.O. Box 27210 Tucson AZ 85726		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  AUTHORIZED REPRESENTATIVE: <i>Cheryl A. Bolun</i>

COMMERCIAL AUTO  
810265M676A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## COMMERCIAL AUTO

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



August 29, 2016

Mr. Jesus J. Valdez  
Santa Cruz County Public Works  
275 Rio Rico Drive  
Rio Rico, AZ 85648

RE: Kino Springs Drive  
Roadway Improvement & Drainage Crossing

Dear Jesus:

Per your request, Psomas is pleased to present this proposal for preparation of a roadway improvement and drainage crossing design for Kino Springs Drive. The project area is located approximate 4600' southeast of the intersection of Kino Springs Drive and Patagonia Highway (State Route 82). Under current conditions, flooding across the roadway impedes traffic and causes access issues. The design effort will include raising the existing roadway for the installation of a box culvert to provide all-weather access. The specific scope of work for this design effort is as follows:

**Task 1 – Survey and Mapping**

- Psomas will provide topographic mapping for a segment of Kino Springs Road using RTK GPS and conventional field survey methods. The mapping will fall within the existing road right of way and is limited to 50 feet on each side of the existing right-of-way centerline for a total width of 100 feet. The project will cover a linear distance of approximately 1100 feet along the road centered on the current wash crossing. Psomas field crews will also cross section the channel at 50 foot intervals, along with major breaks and other significant topographic features for 100 feet upstream and downstream of the crossing. The mapping deliverable will include a Digital Terrain Model (DTM), 1"= 50' maps with 1-foot contours, and

333 E. Wetmore Road  
Suite 450  
Tucson, AZ 85705

520.292.2300  
520.292.1290 Fax

[www.psomas.com](http://www.psomas.com)

all culture and surface utility features. All data will be delivered in AutoCAD release 2014 format drawing files.

All horizontal control will be based upon the Arizona Coordinate System 1983, NAD83 (2011), central zone, International feet. A combined scale factor will be applied at a central point to modify the coordinates to fit ground distances. The vertical datum will be NAVD88.

- Psomas will perform a culture survey within the proposed right-of way. Culture will be collected by GPS RTK and/or conventional survey methods. Items to be collected may include, but are not limited to, spot elevations on existing pavement, drainage structures, culverts, sidewalks, walls, fences, above ground utilities and other miscellaneous items as required. Psomas survey crews will also locate the horizontal and vertical location of ground level utility location markings if visible and present at the time of the survey.

All survey work will performed under the direction of an Arizona Registered Land Surveyor.

## **Task 2 – Design Documents**

- Prepare plans to Santa Cruz County Standards for roadway improvements for approximately 1,100 LF of Kino Springs Drive. The existing roadway will be raised and graded to allow for the installation of a box culvert. The box culvert will be sized to accommodate the 100-year flood event.

Plan and profiles will be provided for the roadway improvements at a scale of 1"=40'. Potential conflicts with other utilities, stormdrain and other project features will be shown in both plan and profile view. Drainage plan and profile sheets will be provided at a scale of 1"=20'. Design details may be provided at a scale of 1"=10' for clarity if required. The overall roadway improvement sheet set is anticipated to include the following:

- Cover Sheet
- General Notes Sheet

- Detail Sheet
  - Horizontal Control Sheet
  - Roadway Plan and Profile
  - Drainage Plan & Profile
  - Signing and Striping Plan
  - Storm Water Pollution Protection Plan
- 
- Special Provisions and an opinion of probable construction cost will be prepared for the new roadway and drainage crossing. The opinion of probable construction cost shall be in Bid Schedule format with estimated quantities for items of work. All work items should be accounted for with a pay item or clearly defined as incidental to other work.
  
  - Update previous drainage analysis memo to match formal design conditions.

Roadway Improvement Plan submittals will be made at 75% and 100% Design. Psomas will coordinate submittals for review with the respective utility agencies for each plan submittal.

Deliverables to Santa Cruz County will include roadway improvement plans, engineer's estimate of construction cost, design calculations, and special provisions. All of the above documents will be submitted in digital format.

Potholing of existing utilities in potential conflict has been provided for this scope of services. Potholing will be coordinated by Psomas once that alignment and profile for the new roadway has been established and approved by Santa Cruz County. Psomas will provide a pothole location map and coordinate table to the subconsultant depicting the proposed pothole locations after completion and approval of Task 1. The preparation of utility modification plans has been excluded from this scope, although the nature and extent of any required modifications will be identified. Any prior rights claims by potentially impacted utilities will also be identified to assist in determining whether the County or the utility would be responsible for funding the required modification.

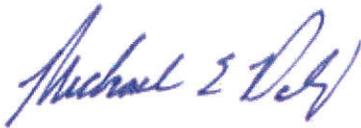
Psomas shall coordinate with Santa Cruz County throughout the design process. All plans shall be prepared consistent with the latest Santa Cruz County standards and guidelines.

The services described above will be provided at a not-to-exceed cost of \$37,559. The survey and mapping will be completed within two weeks of receiving a notice-to-proceed. The 75% Design will be submitted three weeks after the survey and mapping is complete. The 100% Design will be submitted two weeks after receiving all review comments from Santa Cruz County and the appropriate utility agencies. It has been assumed that any project meetings will occur via phone or video conference and that only one field visit will be required.

Please call if you have any questions regarding this proposal.

Sincerely,

PSOMAS



Senior Project Manager

**Scope of Work Exclusions:**

Biological and Cultural Resource Assessment

Section 404 Permitting

Geotechnical Analysis

FEMA Mapping

Utility Modification Plans

**KINO SPRINGS WASH  
DRAINAGE CROSSING DESIGN  
PSOMAS**

**ESTIMATED DIRECT LABOR (Psomas)**

<u>Classification</u>	<u>Estimated Man-hours</u>	<u>Partially Loaded Billing Rate</u>	<u>Profit (10%)</u>	<u>Billing Rate</u>	<u>Labor Costs</u>
Sr. Project Manager	21	\$159.17	\$15.92	\$175.09	\$ 3,676.83
Sr. Project Engineer	55	\$133.36	\$13.34	\$146.70	\$ 8,068.28
Designer	123	\$91.78	\$9.18	\$100.96	\$ 12,417.83
Project Surveyor	11	\$127.63	\$12.76	\$140.39	\$ 1,544.32
2-Man Survey Crew	45	\$126.19	\$12.62	\$138.81	\$ 6,246.41
Survey Tech	8	\$68.83	\$6.88	\$75.71	\$ 605.70
Total	263				

Total Estimated Labor (Psomas) \$ 32,559.37

**ESTIMATED DIRECT EXPENSES**

<u>Item</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total</u>
			\$ -
			\$ -
			\$ -
Direct Expenses TOTAL			\$ -

TOTAL LABOR (BASE FEE)	\$ 32,559.37
DIRECT EXPENSES	\$ -
SUBCONSULTANT (Potholing)	\$ 5,000.00
<b>TOTAL BUDGET</b>	<b>\$ 37,559.37</b>

**Psomas**  
Project Fee Estimate / Authorized Task Lit.

Project Number: 75CCXXX  
Project Name: Kino Springs  
Project Manager: Mike Daly  
Date: 8/29/2016

Design Description	Project Principal		Sr. Project Manager		Sr. Project Engineer		Designer		Project Surveyor		2-Man Survey Crew		Survey Tech		Psomas Task Total	Subconsultants Amount	Task Total
	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount			
<b>70690 Detailed Plans, Specs and Estimate (75%)</b>																	
Cover Sheet & General Notes	\$ -	\$ -	\$ -	\$ -	1 \$	133	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317	\$ -	\$ 317
Civil Details	\$ -	\$ -	\$ -	\$ -	2 \$	267	8 \$	734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,001	\$ -	\$ 1,001
Horizontal Control	\$ -	\$ -	\$ -	\$ -	1 \$	133	3 \$	275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 409	\$ -	\$ 409
Roadway P&P	\$ -	\$ -	\$ -	\$ -	6 \$	800	26 \$	2,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,186	\$ -	\$ 3,186
Culvert Detail	\$ -	\$ -	\$ -	\$ -	4 \$	533	8 \$	734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,268	\$ -	\$ 1,268
Pavement Markings and Signing	\$ -	\$ -	\$ -	\$ -	2 \$	267	6 \$	551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 817	\$ -	\$ 817
Cross-sections	\$ -	\$ -	\$ -	\$ -	2 \$	267	6 \$	551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 817	\$ -	\$ 817
Quantities / Cost Estimate	\$ -	\$ -	1 \$	159	4 \$	533	5 \$	459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,152	\$ -	\$ 1,152
Specifications	\$ -	\$ -	3 \$	478	6 \$	800	4 \$	367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,645	\$ -	\$ 1,645
<b>Total Detailed Plans, Specs and Estimate (75%)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>4 \$</b>	<b>837</b>	<b>28 \$</b>	<b>3,733</b>	<b>88 \$</b>	<b>6,211</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,612</b>	<b>\$ -</b>	<b>\$ 10,612</b>
<b>70699 Final Plans, Specs and Estimate (100%)</b>																	
Cover Sheet & General Notes	\$ -	\$ -	\$ -	\$ -	1 \$	133	1 \$	92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225	\$ -	\$ 225
Civil Details	\$ -	\$ -	\$ -	\$ -	1 \$	133	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317	\$ -	\$ 317
Horizontal Control	\$ -	\$ -	\$ -	\$ -	1 \$	133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133	\$ -	\$ 133
Roadway P&P	\$ -	\$ -	2 \$	318	2 \$	267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 585	\$ -	\$ 585
Culvert Detail	\$ -	\$ -	\$ -	\$ -	2 \$	267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267	\$ -	\$ 267
Pavement Markings and Signing	\$ -	\$ -	\$ -	\$ -	1 \$	133	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317	\$ -	\$ 317
Signing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cross-sections	\$ -	\$ -	\$ -	\$ -	1 \$	133	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317	\$ -	\$ 317
Quantities / Cost Estimate	\$ -	\$ -	1 \$	159	1 \$	133	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476	\$ -	\$ 476
Specifications	\$ -	\$ -	2 \$	318	2 \$	267	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 769	\$ -	\$ 769
<b>Total Final Plans, Specs and Estimate (100%)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>5 \$</b>	<b>796</b>	<b>12 \$</b>	<b>1,500</b>	<b>11 \$</b>	<b>1,010</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,406</b>	<b>\$ -</b>	<b>\$ 3,406</b>
<b>70700 Utility Coordination</b>																	
Utility Mapping and Coordination	\$ -	\$ -	2 \$	318	6 \$	800	14 \$	1,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,403	\$ -	\$ 2,403
Polishing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Total Utility Coordination</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2 \$</b>	<b>318</b>	<b>6 \$</b>	<b>800</b>	<b>14 \$</b>	<b>1,285</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,403</b>	<b>\$ 5,000</b>	<b>\$ 7,403</b>
<b>75100 Drainage Analysis</b>																	
Update Drainage Analysis and Memorandum	\$ -	\$ -	1 \$	159	4 \$	533	8 \$	734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,427	\$ -	\$ 1,427
Specifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Drainage Analysis</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1 \$</b>	<b>159</b>	<b>4 \$</b>	<b>533</b>	<b>8 \$</b>	<b>734</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,427</b>	<b>\$ -</b>	<b>\$ 1,427</b>
<b>75203 Storm Water Pollution Prevention Plans (SWPPP)</b>																	
Data gathering / research / administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2 \$	184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184	\$ -	\$ 184
Plan sheets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8 \$	734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 734	\$ -	\$ 734
SWPPP text NCI / Maps / NOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6 \$	551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 551	\$ -	\$ 551
SWPPP Review	\$ -	\$ -	2 \$	318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318	\$ -	\$ 318
Revisions for final SWPPP submittal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6 \$	551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 551	\$ -	\$ 551
<b>Total Storm Water Pollution Prevention Plans (SWPPP)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2 \$</b>	<b>318</b>	<b>\$ -</b>	<b>\$ -</b>	<b>22 \$</b>	<b>2,019</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,338</b>	<b>\$ -</b>	<b>\$ 2,338</b>
<b>Project Coordination</b>																	
Project Coordination	\$ -	\$ -	7 \$	1,114	5 \$	667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,781	\$ -	\$ 1,781
Specifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Project Coordination</b>	<b>\$ -</b>	<b>\$ -</b>	<b>7 \$</b>	<b>1,114</b>	<b>5 \$</b>	<b>667</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,781</b>	<b>\$ -</b>	<b>\$ 1,781</b>
<b>3.26 Survey</b>																	
Project Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2 \$	255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255	\$ -	\$ 255
Survey Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2 \$	255	\$ -	\$ 631	\$ -	\$ -	\$ -	\$ 886	\$ -	\$ 886
Topo survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2 \$	255	40 \$	5,048	2 \$	138	\$ 5,441	\$ -	\$ 5,441	
Document Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4 \$	511	\$ -	\$ -	2 \$	138	\$ 648	\$ -	\$ 648	
CADD clean up & drafting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$	128	\$ -	\$ -	4 \$	275	\$ 403	\$ -	\$ 403	
QA/QC Mapping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Survey</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>11 \$</b>	<b>1,404</b>	<b>46 \$</b>	<b>5,879</b>	<b>8 \$</b>	<b>551</b>	<b>\$ 7,833</b>	<b>\$ -</b>	<b>\$ 7,833</b>	
<b>Proposal Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>21 \$</b>	<b>3,343</b>	<b>55 \$</b>	<b>7,335</b>	<b>123 \$</b>	<b>11,289</b>	<b>11 \$</b>	<b>1,404</b>	<b>45 \$</b>	<b>5,879</b>	<b>8 \$</b>	<b>551</b>	<b>\$ 29,999</b>	<b>\$ 5,000</b>	<b>\$ 26,966</b>



**SANTA CRUZ COUNTY  
PUBLIC WORKS DEPARTMENT  
General Session: September 7, 2016**

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To: Board of Supervisors  
From: Jesus Valdez, P.E., Public Works Director  
Through: Jennifer St. John, County Manager  
Date: August 30, 2016

**Subject:** Discussion and Possible action to approve Professional Engineering Services with Kimley-Horn & Associates Inc., for the Lito Galindo/West Frontage Intersection Improvements in the amount of \$58,508

**Recommendation:** Approve Professional Engineering Services with Kimley-Horn & Associates Inc., for the Lito Galindo/West Frontage Intersection Improvements in the amount of \$58,508

**Background:** Public Works requested a proposal from Kimley-Horn & Associates Inc., to complete the design of Lito Galindo/West Frontage Intersection Improvements. The project will complete a Phase I of the archaeological testing process to determine if human remains are on the project site. If human remains are encountered they will need to be removed, and repatriated to affiliated tribes immediately in accordance with the terms of the HPTP and Burial Agreement. A Phase II data recovery would be warranted, and the entire process will be at the County's expense.

**Financial Implications:** The funding source is HURF

**Proposed Motions:** "Mr. Chairman, I move to approve Professional Engineering Services with Kimley-Horn & Associates Inc., for the Lito Galindo/West Frontage Intersection Improvements in the amount of \$58,508

**Attachments:** Project Proposal



August 26, 2016

Mr. Jesus Valdez, P.E.  
Public Works Director/County Engineer  
Santa Cruz County  
275 Rio Rico Drive,  
Rio Rico, AZ 85648  
[jivaldez@santacruzcountyaz.gov](mailto:jivaldez@santacruzcountyaz.gov)  
(520) 975-9861

**RE: Engineering Services – Camino Lito Galindo Intersection**

Dear Mr. Valdez:

Per your request, Kimley-Horn and Associates, Inc. (Kimley-Horn) has developed the attached Scope and Fee (See Exhibits A & B) to provide professional engineering design services to finalize the previously submitted construction plans for the Camino Lito Galindo Intersection and Phase I cultural process.

KHA will begin work upon your issuance of a written Notice to Proceed and a Purchase Order.

We appreciate the opportunity to provide these services to you. Please contact me at (520) 352-8629 or [rick.solis@kimley-horn.com](mailto:rick.solis@kimley-horn.com) if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "Rick P. Solis".

Rick P. Solis, P.E.  
Associate



## EXHIBIT A

### Scope of Services for the Camino Lito Galindo Intersection Project

#### General Description:

Santa Cruz County (herein after referred to as “County”) has requested Kimley-Horn and Associates, Inc. (herein after referred to as “Kimley-Horn”) develop a scope of services and fee schedule to finalize the design plans at the intersection of Camino Lito Galindo and the I-19 West Frontage Road in Santa Cruz County, Arizona. The major items of work this project include: Roadway vertical and horizontal design, environmental clearance, earthwork calculations, TCE’s, special provisions, and estimate of probable cost.

This contract will be billed on a time and materials basis not to exceed the maximum amount as agreed upon by County and Kimley-Horn unless the County provides written authorization to proceed with additional work according to the rates included within Exhibit B. The estimated schedule for this project is maximum 12 month duration. This contract term may be extended by the County. Kimley-Horn reserves the right to shift project budgets within the total fee found in Exhibit B.

#### Scope of Services:

##### *General Assumptions*

- No project Kick-off meeting is included in this scope of services.
- This scope of services assumes a design-bid-build project delivery method. No CMAR or design build coordination efforts are accounted for and are considered as additional services to this scope and fee.
- Kimley-Horn will contact Arizona Blue Stake to identify utilities in the project area. Kimley-Horn will send all utility companies the plans and utility clearance requests at 100%, for their review and comment. Kimley-Horn will not be responsible for prior rights verification.
- Kimley-Horn’s preparation for and/or attendance to public meetings is **not** included in this scope of services.
- Only one plan review submittal is included in this scope of services; **100%**. The Final Sealed documents will address any comments from the 100% submittal.
- ADOT Permits are **not** included in this scope of services.
- Previous survey from Ashby taken in September of 2014 will be used to finalize this project.
- Design pavement thickness will be referenced from the geotechnical report prepared by Ninyo & Moore for the project location.

- Kimley-Horn will reference the previously completed traffic memo for lane storage lengths along the project.
- Kimley-Horn will reference the previously completed drainage memo for the project location.
- Kimley-Horn will reference the previously completed Native Plant Survey for the project location. It is understood that no irrigation will be provided for any salvaged or mitigated plant materials.
- Post-design services are **not** included in the scope and will be paid for in addition to this contract on a time and materials basis.
- The scope includes two review meetings with County Staff. Meeting minutes will be summarized in an email.

### *Environmental Requirements*

#### **Cultural Resources**

Report Preparation. PaleoWest will reference the previously completed historic properties treatment plan for the project. Please refer to the attached scope and fee proposal from PaleoWest for additional environmental processes. Please be aware that this attached scope and fee from PaleoWest provides Phase I of the archaeological testing process and does not include the excavation of any cultural features or human remains that may be identified. If human remains are encountered, they will need to be removed and repatriated to affiliated tribes immediately, in accordance with the terms of the HPTP and Burial Agreement. If Phase II data recovery is warranted, based on the results of Phase I archaeological site boundary and data testing, PaleoWest will request a cost modification to cover the additional expenses of such work.

### *Project Plan Deliverables*

- 1.1 **100% Submittal** - Kimley-Horn will develop the “100%” layout of the intersection.
  - The 100% layout will include cross sections at 50 foot intervals.
  - The County will need to review the 100% plans and provide comments and geometry approval prior to the Sealed plans.
  - Kimley-Horn will send all utility companies the plans and utility clearance requests for their review and comment at the 100% level.
  - Estimate of probable cost, bid tab, and special provisions will be included at 100%.
  - It is anticipated that the 100% construction plans will consist of the following sheets:

Preparation of Construction Documents (100%, and Final)	Sheet Count
Cover Sheet	1
Design Sheet	1
Typical Sections	1
Geometric / Survey Control Sheet	1
Detail Sheets	3
Demolition Notes and Summary Sheet	1
Demolition Plan Sheets	3
Roadway Plan and Profile (20 Scale, 500-ft coverage)	2
Pavement Marking Notes Sheet	1
Pavement Marking Sheet	1
Signing Notes Sheet	1
Signing Format Sheet	1
Sign Summary Sheets	2
Signing Sheet	1
Cross Sections (50-ft Intervals / 3 Sections per sheet)	6
Native Plant Inventory Summary Sheet	1
Native Plant Inventory Plans and Mitigation Plans (20 Scale)	3

1.2 **Final Sealed Plans** - Kimley-Horn will provide final sealed plans based on comments developed during Task 1.1. The plans will include the same sheets as shown in Task 1.1.

- The task will address any drafting comments.
- Kimley-Horn will provide Utility Clearance Letter at the Sealed submittal.

**Task 1 Deliverables:**

100% (Electronic Submittal) (PS&E)

Final (10-11"x17" and 5-22"x34" copies) (PS&E)

**Exclusions**

- Any additional plan sheets to those outlined above
- Culvert Summary Sheets
- Lighting design services
- NEPA process
- Permitting
- ADOT Coordination
- Utility relocation design
- Structural Engineering Services
- Submittals to other Agencies
- Potholing

‘End of Exhibit A’

**Exhibit B**

**Camino Lito Galindo Intersection Project  
Contract**

Kimley-Horn and Associates, Inc.  
August 26, 2016

Direct Labor*				
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Totals</u>
Principal	0	\$252.35	\$0	
Senior Professional	22	\$191.40	\$4,211	
Project Manager	0	\$148.29	\$0	
Prof Level II	159	\$131.50	\$20,909	
Prof Level I	34	\$106.53	\$3,622	
Analyst	0	\$89.54	\$0	
Clerical/Admin/Intern	20	\$58.88	\$1,178	
<b>Direct Labor</b>				<b>\$29,919</b>
Estimated Direct Expenses				
<u>Type</u>	<u>Amount</u>	<u>Unit Costs</u>	<u>Cost</u>	
Reproduction	2	\$250.00	\$500	
Courier	2	\$50.00	\$100	
<b>Direct Expenses</b>				<b>\$600</b>
<u>Subconsultant</u>	<u>Service</u>	<u>Cost</u>		
PaleoWest	Cultural Survey and Report	\$26,989		
Ashby	Legal Description Allowance	\$1,000		
<b>Total of Subconsultants</b>				<b>\$27,989</b>
<b>Total Estimated Costs</b>				<b>\$58,508</b>

\*The labor rates are reflective of Contract No. 130677 – City of Tucson Traffic Engineering On-Call

**Camino Lito Galindo Intersection Project  
Contract  
Derivation of Hours**

Task No.	Description	Principal	Project Manager	Senior Prof.	Prof. Level II	Analyst	Prof Level I	Clerical / Admin / Intern	Total
<b>1</b>	<b>TASK 1 - Utility Coordination</b>								
	Utility Coordination	0	0	1	5	0	0	0	6
	Utility Responses	0	0	1	5	0	0	0	6
	Utility Clearance	0	0	1	7	0	0	0	8
	<i>Hours Subtotal</i>	0	0	3	17	0	0	0	20
<b>2</b>	<b>TASK 2 - Environmental Coordination</b>								
	Cultural Coordination	0	0	1	14	0	0	0	15
	<i>Hours Subtotal</i>	0	0	1	14	0	0	0	15
<b>3</b>	<b>TASK 3 - Preparation of Construction Documents (100% and Sealed)</b>								
	Cover Sheet	0	0	0	1	0	2	0	3
	Design Sheet	0	0	0	3	0	2	0	5
	Typical Sections	0	0	0	4	0	2	0	6
	Geometric / Survey Control Sheet	0	0	0	3	0	2	0	5
	Detail Sheets (3 Sheets)	0	0	0	6	0	2	0	8
	Demolition Sheets (20 Scale, 500-ft coverage)	0	0	0	3	0	2	0	5
	Roadway Sheets (2-20 Scale, 500-ft coverage)	0	0	0	6	0	2	0	8
	Pavement Marking Notes Sheet	0	0	0	3	0	2	0	5
	Pavement Marking Sheet	0	0	0	4	0	2	0	6
	Signing Notes Sheet	0	0	0	3	0	2	0	5
	Signing Format Sheet	0	0	0	3	0	2	0	5
	Sign Summary Sheets (2 Sheets)	0	0	0	5	0	2	0	7
	Signing Sheet (20 Scale)	0	0	0	4	0	2	0	6
	Native Plant Inventory and Mitigation Sheets (20 Scale) (4 Sheets)	0	0	0	7	0	2	0	9
	Cross Sections	0	0	0	8	0	2	0	10
	100% Submittal	0	0	2	10	0	2	4	18
	Address Review Comments	0	0	2	10	0	2	0	14
	Sealed Submittal	0	0	3	5	0	0	4	12
	<i>Hours Subtotal</i>	0	0	7	88	0	34	8	137
<b>4</b>	<b>TASK 4 - Cost Estimate and Bid Tabulation (100% and Sealed)</b>								
	Prepare Project Special Provisions	0	0	4	22	0	0	1	27
	100% Submittal	0	0	1	4	0	0	1	6
	Address Review Comments	0	0	1	4	0	0	1	6
	Final Submittal	0	0	1	2	0	0	1	4
	<i>Hours Subtotal</i>	0	0	7	32	0	0	4	43
<b>5</b>	<b>TASK 5 - Meetings and Project Management</b>								
	Project invoicing	0	0	0	4	0	0	8	12
	Attend two (2) Coordination Meetings with County Staff	0	0	4	4	0	0	0	8
	<i>Hours Subtotal</i>	0	0	4	8	0	0	8	20
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>159</b>	<b>0</b>	<b>34</b>	<b>20</b>	<b>235</b>



## Scope of Work

The scope of work proposed herein by PaleoWest Archaeology is for conducting Phase I archaeological site boundary and data testing within and adjacent to AZ DD:8:145(ASM), which has been determined eligible for inclusion on the State and National Registers of Historic Places. AZ DD:8:145(ASM), a Hohokam habitation known to contain human remains, is within the Area of Potential Effects (APE) of the Camino Lito Galindo intersection improvements project in Rio Rico, Santa Cruz County, Arizona. The project includes Santa Cruz County right-of-way and funding and is subject to compliance with the Arizona State Historic Preservation Act (ARS § 41-861 et seq.) and the Arizona Burial Law (ARS 41-844). Phase I archaeological site boundary and data testing is required to evaluate if intact archaeological remains, including human remains and associated funerary objects, are present within the APE. Three tasks will be required to achieve compliance: 1) permitting and project registration 2) intensive archaeological testing, and 3) reporting. Based on the testing results, a fourth task, Phase II archaeological data recovery, may be warranted to mitigate any adverse effects to archaeological remains within the project area.

**Task 1. Permitting and Project Registration.** PaleoWest will register the project with the Arizona State Museum, which is a requirement for obtaining a state mandated Arizona Antiquities Act permit for the archaeological fieldwork. PaleoWest will also submit the historic properties treatment plan (HPTP), which was prepared under Change Order 1, to ASM and the State Historic Preservation Office (SHPO) for review and approval. The HPTP describes the specific methods to be used during all archaeological fieldwork, artifact analyses, reporting, and curation. A Burial Agreement, which outline the protocol for the documentation, recovery, and repatriation of any human remains or associated funerary items that may be identified, will also be submitted to ASM for review and approval. The Burial Agreement was also prepared under Change Order 1.

PaleoWest will obtain the necessary outside services required to complete the archaeological site boundary and data testing, including backhoe and water truck operators. PaleoWest will have all outside vendors lined up prior to approval of the HPTP by the agencies.

*The estimated time for completing Task 1 is one week and the estimated fee is \$8,525 (\$2,525 in labor, \$6,000 in direct expenses). Review and approval of the HPTP and Burial Agreement can take up to 30 days.*

**Task 2: Archaeological Site Boundary and Data Testing.** PaleoWest archaeologists will conduct intensive archaeological site boundary and data testing within and adjacent to the documented boundary of AZ DD:8:145(ASM). The testing will be conducted using a backhoe with a 24-inch-wide toothed bucket. It is anticipated that 11 60-ft-long trenches will be needed to adequately evaluate the presence or absence of intact subsurface cultural deposits within the APE. Any cultural features that are identified in the trenches will be described in notes, photographed, and drawn to scale. If human remains or associated funerary objects are identified during trenching, all work within 100 feet of the discovery will cease and the ASM Burial Coordinator will be immediately notified, in accordance with the terms of the Burial Agreement. Work will not proceed within 100 feet of the discovery until ASM has notified affiliated tribes and a course of action has been determined.

*The estimated time for completing Task 2 is one week and the estimated fee is \$11,934 (\$7,825 in labor and \$4,109 in direct expenses).*



**Task 3: Report Preparation and Curation.** At the conclusion of fieldwork, PaleoWest will prepare an end-of-fieldwork letter report summarizing the results of testing. This letter report will summarize the fieldwork effort, describe the results of testing, and provide recommendations for archaeological clearance or Phase II archaeological data recovery. The final report of archaeological site boundary and data testing and all associated project-related materials will be curated at ASM following acceptance of the report.

*The estimated time for completing Task 3 is two weeks and the estimated fee is \$6,530 (\$3,990 in labor and \$2,540 in direct expenses).*

### Cost, Schedule, and Assumptions

The fee for completing the tasks described above will be **\$26,989**, payable on a fixed-fee basis upon submittal of the end-of-fieldwork letter report. Included in this fee are all labor and direct expenses to complete the permitting and project registration, archaeological site boundary and data testing, report preparation, and curation. Direct costs associated with the archaeological testing—including backhoe and water truck costs—are included in this fee. This fee assumes that the project proponent will obtain any landowner permissions that may be required, will prepare and implement a traffic control plan, and will provide any jersey barriers or safety fencing that might be necessary. This fee also does not include the excavation of any cultural features or human remains that may be identified. If human remains are encountered, they will need to be removed and repatriated to affiliated tribes immediately, in accordance with the terms of the HPTP and Burial Agreement. PaleoWest can recover, analyze, and repatriate human remains for a fixed fee of \$2,000 per burial.

If Phase II data recovery is warranted, based on the results of Phase I archaeological site boundary and data testing, PaleoWest will request a cost modification to cover the additional expenses of such work. PaleoWest appreciates the opportunity to provide archaeological services to Kimley-Horn. Our archaeological expertise and excellent agency relationships will expedite the project's compliance with the State Historic Preservation Act and Burial Law.

## CONTRACT AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

P.O. BOX 27210, TUCSON, AZ 85726

PHONE: (520) 837-4125/FAX: (520) 791-4735

[Dan.Longanecker@tucsonaz.gov](mailto:Dan.Longanecker@tucsonaz.gov)

ISSUE DATE: Monday, January 25, 2016

**CONTRACT NO. 130677**

CONTRACT AMENDMENT NO: Two (2)

PAGE 1 of 3

DL/car

PRINCIPAL CONTRACT OFFICER: DAN LONGANECKER, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

### On-Call Traffic Engineering

**ITEM 1: CONTRACT RENEWAL**

Pursuant to **Contract 130677: On-Call Traffic Engineering**, Section III, Contract Term and Renewal, the City is hereby exercising its option to renew the contract for the period of **March 1, 2016 through February 28, 2017**.

**INSURANCE:**

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the **City of Tucson and Regional Transportation Authority (RTA)** as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)<sup>41</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>IV. Professional Liability (Errors &amp; Omissions) - In addition to I, II, III</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

<sup>41</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation

## CONTRACT AMENDMENT

### CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

P.O. BOX 27210, TUCSON, AZ 85726

PHONE: (520) 837-4125/FAX: (520) 791-4735

[Dan.Longanecker@tucsonaz.gov](mailto:Dan.Longanecker@tucsonaz.gov)

ISSUE DATE: Monday, January 25, 2016

CONTRACT NO. 130677

CONTRACT AMENDMENT NO: Two (2)

PAGE 2 OF 3

DL/ear

PRINCIPAL CONTRACT OFFICER: DAN LONGANECKER, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
  2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department of Procurement.
- The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

# CONTRACT AMENDMENT

## CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMBDA, 6TH FLOOR, TUCSON, AZ 85701

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PHONE: (520) 837-4125/FAX: (520) 791-4735

[Dan.Longanecker@tucsonaz.gov](mailto:Dan.Longanecker@tucsonaz.gov)

ISSUE DATE: Monday, January 25, 2016

CONTRACT NO. 130677

CONTRACT AMENDMENT NO: Two (2)

PAGE 3 OF 3

DL/car

PRINCIPAL CONTRACT OFFICER: DAN LONGANECKER, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

\*\*\*\*\*END OF AMENDMENT\*\*\*\*\*

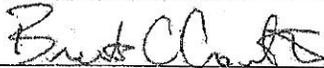
### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

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

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 3rd DAY

OF February, 2016, AT TUCSON, ARIZONA.

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

BRENT C CROWTHER, VICE-PRESIDENT  
Print Name and Title

### Kimley-Horn

Company Name

333 E Wetmore Road, Ste 280  
Address

Tucson AZ 85705  
City State Zip

brent.crowther@kimley-horn.com  
E-Mail Address

  
\_\_\_\_\_  
Marcheta Gillespie C.P.M., CPPO, CPPB, CPM  
As Director of Procurement and not personally



# PO Change Order

## City of Tucson

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

V E N D O R	Vendor ID: 0439205      Phone: (520) 615-9191 Fax:
	<b>KIMLEY-HORN &amp; ASSCS INC</b> 2210 E Fort Lowell #200 Tucson, AZ 85719
S H I P T O	

<b>Change Order Number</b> 3	
<b>Blanket PO Number</b> 36738	
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.	
I N V O I C E	City of Tucson Finance/Accounts Payable PO Box 27450 Tucson, AZ 85726-7450 (520) 791-4031

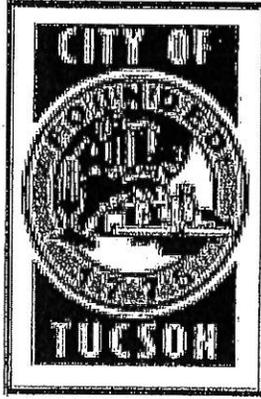
Requisition Number	Contract Number	FOB	Terms	Delivery Date
	130677,			0 Days ARO

Catalog: Engineering Services - Engineering Services						
Item	Description	Quantity	Unit Price	Amount	Sales Tax	Total
4	CONTRACT 130677-02: ON-CALL TRAFFIC ENGINEERING SERVICES. PER CONTRACT AMENDMENT NO 2 CONTRACT IS RENEWED OFR THE PERIOD OF MARCH 31, 2016 THROUGH FEBRUARY 28, 2017.		0.00	0.00	0.00	0.00
	Previous PO Total: \$0.00					New PO Total: \$0.00

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

**DEL** Dan Longanecker      (520) 837 - 4125  
 Contract Officer      Phone

# CITY OF TUCSON



**Contract 130677-02**

On-Call Traffic Engineering Services

**Kimley-Horn and  
Associates, Inc.**

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

CONTRACT NO. 130677-02  
PAGE 1 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## CONTRACT 130677 ON-CALL TRAFFIC ENGINEERING SERVICES

### TABLE OF CONTENTS

#### SECTION

- I. Introduction
- II. Scope of Work
- III. Contract Term and Renewal
- IV. Financial Considerations
- V. Special Terms and Conditions -
- VI. Standard Terms and Conditions
- VII. Offer and Acceptance
- VIII. Exhibits

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

CONTRACT NO. 130677-02  
PAGE 2 OF 17  
CONTRACT OFFICER: MATT HAUSMAN,  
PH: (520) 837-4123 / FAX: (520) 791-4735

## CONTRACT 130677 ON-CALL TRAFFIC ENGINEERING SERVICES

### I. INTRODUCTION

The City of Tucson has selected TWO (2) on-call consultants to provide study, analysis, and design support on various traffic engineering projects. Local, Regional Transportation Authority (RTA) and Federal Highway Administration (FHWA) funding will be used on projects under the resulting contract. As such, both Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) program provisions will be incorporated into the resulting contract(s) with projects over \$50,000 being reviewed for potential SBE/DBE goals.

When the City requires the services of a consultant, and the City can adequately define an exact scope of work, the consultant will receive a written request from the City for a proposal. In the case where the City cannot adequately define the scope, the consultant will be requested to prepare a scope of work from the information provided by the City. From this proposed scope of work the consultant shall prepare a proposal and submit both to the City for review. The proposal shall consist of personnel requirements, cost projections, project schedule, and any other attachments requested.

With respect to design projects, the consultant shall prepare plans, specifications, and cost estimates to the latest Pima County/City of Tucson Standard Specifications and Details for Public Improvements, AASHTO, IES, and/or MUTCD in preparation for a bid advertisement. Actual bid advertisement will be by the City. All design drawings shall be prepared on computer and those files shall ultimately become the possession of the City. The consultant shall work closely with City staff at all times to ensure timely and comprehensive reviews of work in progress.

Individual projects assigned under this contract shall not exceed \$100,000.00 unless a waiver is requested of and approved by the Director of Procurement prior to issuance of a notice to proceed. Total annual contract amount is not expected to exceed \$200,000.00.

### II. SCOPE OF WORK

#### 1. GENERAL SCOPE OF WORK:

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to the latest Pima County/City of Tucson Standard Specifications and Details for Public Improvements, or other standards/policies approved by either the City Engineer or City Traffic Engineer. The consultant shall perform traffic engineering services on an "as needed" basis. Traffic engineering services that shall be required include, but are not limited to, the following work and tasks:

- Traffic Engineering studies
- Traffic Engineering review of CIP Construction Plans and Reports
- Traffic Forecasts
- Classification Counts
- Intersection Improvement Design

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

CONTRACT NO. 130677-02  
PAGE 3 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
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- Turning Movement Counts
- Signal Warrant and Left Turn Arrow Warrant Analysis
- Traffic Signal Design
- Traffic Signal Coordination Evaluations
- Traffic Mitigation Studies
- Traffic Engineering Review of Private Development/Private Improvement Agreement Plans and Reports
- Design and Drafting of Striping/Signing Plans
- Prepare public information documents and displays for public meetings
- Traffic simulations and Capacity analysis using the Synchro/Sim Traffic Program
- RTA design efforts as requested

All work shall be done with personnel who, as required, are properly certified and trained. In some cases, the services of a registered civil engineer or other professional may be required.

**2. PLAN/REPORT REVIEW:**

The consultant will be required to review plans submitted to Traffic Engineering for traffic issues and compliance to Pima County/City of Tucson Standard Specifications and Details and City of Tucson Development Standards. All comments shall be returned to the Project Manager in written form. If comments are challenged by the plan submitter, the consultant may be asked to attend a meeting with staff and the plan submitter.

**3. RESPONSE TIME:**

The consultant shall provide a proposal for each project requested by the City within five (5) working days of notification. Proposals shall utilize the billing rates negotiated at the time of contract award. Because response time may be critical to the City, continued delays in response time may be cause to terminate the contract.

**4. TIME OF PERFORMANCE**

The exact performance time, scope of work, design requirements, and associated hours for each individual project shall be negotiated with the selected consultant prior to issuance of the Notice to Proceed on a specific project.

**5. AWARD:**

Projects under this contract shall be assigned in whatever manner is deemed to be in the best interests of the City of Tucson.

This contract is neither exclusive nor is it a guarantee of work.

**6. PERFORMANCE RATING:**

At the completion or termination of this contract, the City of Tucson will evaluate the consultant based on the consultant's performance under this Contract. This rating will be used in the overall evaluation of the Consultant when applying for future work with the City.

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

CONTRACT NO. 130677-02  
PAGE 4 OF 17  
CONTRACT OFFICER: MATT HAUSMAN,  
PH: (520) 837-4123 / FAX: (520) 791-4735

### III. CONTRACT TERM AND RENEWAL

**1. TERM AND RENEWAL:** The term of the Contract shall be March 1, 2013 through February 28, 2014, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for FOUR (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

### IV. FINANCIAL CONSIDERATIONS

**1. CONTRACT RATES:**

In consideration of the services provided, the City shall pay the Consultant in accordance with the negotiated rates included in Exhibit A. The Consultant shall charge the City only in accordance with those same rates. Overhead justification is also included in Exhibit A.

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

**2. INVOICING:**

The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the City. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made.

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.

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor.

**3. DIRECT EXPENSES:**

Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

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

CONTRACT NO. 130677-02  
 PAGE 5 OF 17  
 CONTRACT OFFICER: MATT HAUSMAN.  
 PH: (520) 837-4123 / FAX: (520) 791-4735

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

**V. 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)

LIMITS OF LIABILITY

Statute

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

\$1,000,000 (Minimum)  
 Combined Single Limit

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P. O. BOX 27210, TUCSON, AZ 85726-7210

CONTRACT NO. 130677-02  
PAGE 6 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
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(See Special Conditions)

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

Comprehensive Automobile Liability 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 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.
3. **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.
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.

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P. O. BOX 27210, TUCSON, AZ 85726-7210

CONTRACT NO. 130677-02  
PAGE 7 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
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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 judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

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

CONTRACT NO. 130677-02  
PAGE 8 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

10. **ADDITIONAL COMPENSATION:** The Contractor 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 therefore, the City will not consider payment of any sums other than those already set forth under this Contract.

11. **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.

12. **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.

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

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

14. **SBE PROGRAM REQUIREMENTS:**  
The Contractor shall be required to comply with SBE Program requirements, if goals are applicable, on projects that meet or exceed the Formal Solicitation Threshold established by the Tucson Procurement Code, currently at fifty thousand dollars (\$50,000). Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Contractor shall submit *to the Office of Equal Opportunity Programs (OEO) via the city's Project*

**Manager, after the project proposal phase**, either a completed offeror's statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;
2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. Identify the prime contractor as an SBE, if applicable;
5. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
6. The total dollar value of SBE work performed and percentage of the contract value.
7. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of the Notice To Proceed (NTP) for individual project construction.

A signed offer in response to this RFQ represents the offerors's intent to comply with the SBE program.

Also see EXHIBIT C - SBE Program Provisions for Professional Services

**15. DBE PROGRAM REQUIREMENTS:**

The Contractor shall be required to comply with DBE Program requirements, if goals are applicable, on federally funded projects that exceed the Formal Solicitation Threshold established by the Tucson Procurement Code, currently at fifty thousand dollars (\$50,000). Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Contractor shall submit **to the Office of Equal Opportunity Programs (OEOP) via the city's Project Manager, after the project proposal phase**, either a completed statement of proposed DBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The DBE Plan must include:

1. The names and addresses of the DBE subcontractors/suppliers;
2. The type and scope of work or service each DBE will perform;
3. The dollar value of work as a percentage of the total contract value.
4. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of the Notice To Proceed (NTP) for individual projects as well as a DBE Acknowledgment of Participation which provides signed confirmation from the DBE(s) that they are participating in the contract as provided in the prime contractor's commitment in their DBE plan.

A signed offer in response to this RFQ represents the offerors's intent to comply with the DBE program.

EXHIBIT C - DBE Program Provisions for Professional Services

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

CONTRACT NO. 130677-02  
PAGE 10 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## VI. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
3. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
4. **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.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. 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.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor 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. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONFLICT OF INTEREST:** Contractors/Subcontractors 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.

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

CONTRACT NO. 130677-02  
PAGE 11 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

- 12. CONTRACT MODIFICATIONS:** No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Department of Procurement. No direction shall be taken from, nor shall any work commence with direction from, any other party.
- 13. 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.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department 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.

- 14. CONTRACT:** The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 16. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 17. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 18. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

- 19. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an 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 subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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

CONTRACT NO. 130677-02  
 PAGE 12 OF 17  
 CONTRACT OFFICER: MATT HAUSMAN.  
 PH: (520) 837-4123 / FAX: (520) 791-4735

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, 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.

- 20. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated 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 Contractor the amount of the gratuity.
- 21. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 22. INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City..
- 23. INDEPENDENT CONTRACTOR:** It is 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.
- The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.
- The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
- 24. INSPECTION AND ACCEPTANCE:** 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 the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 25. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be 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 the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 26. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 27. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

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

CONTRACT NO. 130677-02  
PAGE 13 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

- 28. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 29. 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.
- 30. 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 Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 31. 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.

- 32. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, 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.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 33. 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. Compliance with this 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 regulation.
- 34. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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

CONTRACT NO. 130677-02  
PAGE 14 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

- 35. 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 be amended to make such insertion or correction.
- 36. 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 the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 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.
- 37. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 38. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 39. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's submittal 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, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 40. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 41. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 42. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. 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 subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 43. SUBSEQUENT EMPLOYMENT:** The City may terminate 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 contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 44. 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

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

CONTRACT NO. 130677-02  
PAGE 15 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

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.

- 45. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 46. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 47. WARRANTIES:** Contractor warrants 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 Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

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

CONTRACT NO. 130677-02  
PAGE 16 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

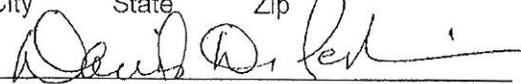
### VII. OFFER AND ACCEPTANCE

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

KIMLEY-HORN AND ASSOCIATES, INC.  
Company Name

333 W. WETMORE ROAD, SUITE 280  
Address

Tucson AZ 85705  
City State Zip

  
Signature of Person Authorized to Sign

DAVID D. PERKINS  
Printed Name

SENIOR V.P.  
Title

#### ACCEPTANCE OF OFFER:

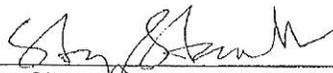
The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. **130677-02**. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 18<sup>th</sup> day of March, 2013. Awarded this 15<sup>th</sup> day of March, 2013.

  
As Tucson City Attorney and not personally

  
As Director of Procurement and not personally

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

CONTRACT NO. 130677-02  
PAGE 17 OF 17  
CONTRACT OFFICER: MATT HAUSMAN.  
PH: (520) 837-4123 / FAX: (520) 791-4735

## VIII. EXHIBITS

EXHIBIT A – NEGOTIATED CONTRACT RATES & OVERHEAD AND INSURANCE DOCUMENTATION

EXHIBIT B – FEDERAL HIGHWAY ADMINISTRATION (FHWA) TERMS, CONDITIONS AND CERTIFICATIONS

EXHIBIT C – SBE & DBE Program Provisions for Professional Services

EXHIBIT A



Kimley-Horn  
and Associates, Inc.

**Fee Estimate Summary**

Project: On-Call Traffic Engineering Date: February 25, 2013  
 Prepared by: Kimley-Horn and Associates, Inc. Contract Number: 130677  
 Effective Date: February 25, 2013 Prime Contractor: Kimley-Horn and Associates, Inc.  
 Contract Title: \_\_\_\_\_ Contract Type: \_\_\_\_\_

Item No.	Firm	Discipline	Direct Labor Rate	Overhead 194.54%	Profit 8%	Billing Rate
1	Kimley-Horn and Associates, Inc.	Principal	\$79.33	\$154.33	\$18.69	\$252.35
2	Kimley-Horn and Associates, Inc.	Sr. Professional	\$60.17	\$117.05	\$14.18	\$191.40
3	Kimley-Horn and Associates, Inc.	Project Manager	\$46.62	\$90.69	\$10.98	\$148.29
4	Kimley-Horn and Associates, Inc.	Professional II	\$41.34	\$80.42	\$9.74	\$131.50
5	Kimley-Horn and Associates, Inc.	Professional I	\$33.49	\$65.15	\$7.89	\$106.53
6	Kimley-Horn and Associates, Inc.	Analyst	\$28.15	\$54.76	\$6.63	\$89.54
7	Kimley-Horn and Associates, Inc.	Clerical/Admin/Intern	\$18.51	\$36.01	\$4.36	\$58.88

**FORMULAS**

- (A) Direct Labor
- (B) Overhead @ 194.54% X (A)
- (C) Profit @ 8.0% X (A+B)
- (D) Bill Rate (A+B+C)
- (E) Direct Expenses
 

Subconsultants	0%
Other Direct Expenses	0%
CADD Computer	Included In Overhead
Allocation (% of Direct Labor)	Included In Overhead

Rates		Actual Rate	Category Average
Principal			
	Dave Perkins	\$79.33	\$79.33
Sr. Professional			\$60.17
	Vince Catalano	\$50.96	
	Bruce Beenken	\$59.13	
	David Haines	\$62.98	
	Dennis Burns	\$63.38	
	John Kissinger	\$64.42	
Project Manager			\$46.63
	Scott Altherr	Professional	
	Brent Crowther	\$46.63	
	Ray Yparriguirre	Professional II	
	Rick Solis	\$45.67	
Professional II			\$42.34
	Mary Rodin	\$46.63	
	Rebeca Field	Professional I	
	Allen Hathcock	\$39.28	
	Brett Wood	\$41.10	
Professional I			\$33.49
	David Tapia	\$34.86	
	Jiixin Tong	\$32.11	
Analyst			\$28.15
	Adria Koller	\$30.24	
	Karen Furenlid	\$28.36	
	Tim Rhine	\$25.86	
Clerical/Admin/Intern			\$18.51
	Barb Pfeffer	\$18.51	



Kimley-Horn  
and Associates, Inc.

**Fee Estimate Summary**

Project: On-Call Traffic Engineering Date: February 25, 2013  
 Prepared by: Field Data Services Contract Number: 130677  
 Effective Date: February 25, 2013 Prime Contractor: Kimley-Horn and Associates, Inc.  
 Contract Time: \_\_\_\_\_ Contract Type: \_\_\_\_\_

Item No.	Firm	Discipline	Direct Labor Rate	Overhead 52.00%	Profit 8%	Billing Rate
1	Field Data Services	Principal	\$41.50	\$21.58	\$5.05	\$68.13
2	Field Data Services	Project Manager	\$38.50	\$20.02	\$4.68	\$63.20
3	Field Data Services	Senior A/E	\$27.50	\$14.30	\$3.34	\$45.14
4	Field Data Services	Administrative	\$13.00	\$6.76	\$1.58	\$21.34
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00

**FORMULAS**

- (A) Direct Labor
- (B) Overhead @ 52% X (A)
- (C) Profit @ 8.0% X (A+B)
- (D) Bill Rate (A+B+C)
- (E) Direct Expenses

	Mark-Up
Subconsultants	0%
Other Direct Expenses	0%

Rates		Actual Rate	Category Average
Principal			\$63.08
	Sharon Morris	\$63.08	
Project Manager			\$41.80
	Jerry Morris	\$41.80	
Sr. Technician			\$32.68
	Dirk Rice		
		\$32.68	
Technician			\$19.76
	Chris Sartain	\$19.76	



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

May 21, 2012

Tammy Flanagan, Manager of Audit and Financial Compliance  
Kimley-Horn and Associates, Inc.  
3001 Weston Parkway  
Cary, NC 27513

Dear Tammy:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rate of Kimley-Horn and Associates, Inc. as presented in the Schedule of Indirect Expenses and Rates for the year ended December 31, 2011 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. § 112 (b) (2)(c) and 23 C.F.R. §172.3 and 172.7. The audit was performed by the independent CPA firm of Cherry, Bekaert & Holland, L.L.P.. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rate, and the related Auditor's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

- Payroll burden, G&A and overhead 193.23% (Home Office)
- Facilities Capital Cost of Money 1.31% (Home Office)
- Field overhead 163.89%
- Facilities Capital Cost of Money 0.04% (Field Office)
- Direct Expense Rate for FDOT 8.38% (Home Office)
- Direct Expense Rate for FDOT 2.74% (Field Office)

Sincerely,

A handwritten signature in cursive script, appearing to read "Todd Jones".

Todd Jones, NCDOT  
Manager Consultant, Utility, Rail and Turnpike

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
OFFICE OF INSPECTOR GENERAL  
1507 MAIL SERVICE CENTER  
RALEIGH NC 27699-1507

T.JONES@NCDOT.GOV  
TELEPHONE: 919-733-2342  
FAX: 919-715-0148

LOCATION:  
1 S. WILMINGTON STREET  
2<sup>ND</sup> FLOOR ART MUSEUM  
RALEIGH NC 27601

EXHIBIT B

## FEDERAL HIGHWAY ADMINISTRATION (FHWA) TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

**Environmental Protection 42 U.S.C. 4321 et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622**

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

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

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

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

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

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

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

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

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

David D. Perkins Signature of Contractor's Authorized Official

DAVID PERKINS, SR., V.P. Name and Title of Contractor's Authorized Official

02-28-2013 Date

EXHIBIT C

## SBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES

### PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

  X   % SBE

### I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

#### A. DEFINITIONS

**Commercially Useful Function** - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

**Contractor** - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. For the purposes of SBE plan evaluation, any Offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the contractor SBE program compliance requirements.

**Eligible Contract** - Any contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate meets or exceeds fifty thousand dollars (\$50,000). An Eligible Contract does not include any project in which the estimated contract value is below fifty thousand dollars (\$50,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

**Joint Venture** - An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

**Small Business Enterprise (SBE)** - A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification with the City of Tucson, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

**Subcontractor and Subconsultant** - A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

## B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the City Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the City Code, *at time of SBE Plan submittal*, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, contractors may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

The City of Tucson's most recent SBE Directory contains the *complete* listing of those firms which are currently certified with the City, and therefore eligible to participate as an SBE on a project. If the name of an SBE firm does not appear in directories, it shall be the contractor's responsibility to ascertain the certification status of the SBE and determine the eligibility of the firm to meet the established goal. The contractor may accomplish this by calling the City's Office of Equal Opportunity Programs (OEOP) at (520) 791-4593 for assistance.

ALL CONTRACTORS, INCLUDING SBEs, MUST COMPLY. Contractors who are SBEs must also comply with all requirements stated herein. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's SBE goal and comply with all aspects of the SBE Program requirements.

## C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

## D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Contractors may meet the SBE project goals through the following methods:

**Prime Contractor Participation** – SBE prime contractors may use their own participation towards fulfillment of the SBE participation goals. Credit will only be given for the dollar value of actual work performed by the prime contractor's work force.

**Subcontractor Participation** - Contractors may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Contractors who utilize certified SBE firms whose participation is included in Force Account Items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that

contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, contractors are required to identify and report the use of any second tier subcontractors on the project on the Statement of Proposed SBE Plan form.
3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.

**Supplier Participation** - The contractor may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.
2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.
3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

**Joint Venture** - Where a contractor engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner must submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to SBE Plan submittal.*** The OEOP shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

## II. SUBMITTAL REQUIREMENTS

### A. SUBMISSION OF AN SBE PLAN

The SBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;

2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. Identify the prime contractor as an SBE, if applicable;
5. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
6. The total dollar value of SBE work performed and percentage of the contract value.
7. If the contract goal is not met, evidence of good faith efforts.

#### B. REVIEW OF SBE PLANS

The OEOP Director may determine that the contractor is nonresponsive where the contractor: (1) failed to provide a completed Statement of Proposed SBE Plan; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

### III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the contractor may seek a waiver. The application for a waiver shall be in writing and **must be completed and submitted with the project proposal**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated and an SBE plan must also be submitted. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

- a. Documentation of communication with the OEOP Director seeking technical/professional assistance identifying available SBE's.
- b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
- c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
- d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
- e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
- f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work at the time of the proposal submittal.
- g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's OEOP Director shall review the waiver and approve the waiver where the contractor has demonstrated good faith efforts or deem the contractor nonresponsive where they failed to meet the good faith efforts and shall recommend that the Project Manager reject the proposal.

**Right to Appeal Good Faith Effort Waiver or Plan Decision** An aggrieved party has a right to protest a good faith waiver request or plan decision made by the OEOP Director as follows:

1. An aggrieved party may submit a protest in writing to the OEOP Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the OEOP Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the director is final and not appealable.

**General Waiver or Reduction of SBE Goals** If, after consultation with appropriate City departments, the OEOP Director determines that SBE availability is less than projected, the OEOP Director may waive or reduce established project goals. In such circumstances, the OEOP Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars (\$250,000). In such circumstances, the OEOP Director shall certify that SBE's are not available to provide the needed labor and materials at competitive prices.

A contractor may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

**PURSUANT TO ADMINISTRATIVE PROCEDURES AND POLICIES, THE OEOP DIRECTOR MAY VERIFY AND / OR CLARIFY INFORMATION AS IT RELATES TO THE AFFIDAVIT OF GOOD FAITH EFFORTS, AND / OR THE STATEMENT OF PROPOSED SBE PLAN.**

#### **IV. MISCELLANEOUS PROVISIONS**

##### **A. CONTRACT PERFORMANCE**

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE or SBE substitute approved by the OEOP. SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without the OEOP's approval. Contract items eliminated from the project, with the approval of the Project Manager, will not reduce the contractor's credit for SBE participation. The SBE must perform a commercially useful function, that is, the SBE must manage, perform, and supervise a distinct element of work.

An executed subcontract with all SBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

##### **B. NON-PERFORMANCE BY SBE's**

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor will immediately notify the Office of Equal Opportunity Programs and the Project Manager and provide all facts surrounding the matter. Such failure on the part of an SBE will not relieve the contractor of responsibility for meeting the SBE participation goal on the contract. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE to perform an equal or greater dollar value of the work. The substitute SBE's name, description of work and dollar value of the work shall be submitted to the OEOP and OEOP's approval must be obtained prior to the substitute SBE beginning the work.

**C. CONTRACTOR PERFORMANCE EVALUATION**

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the OEOP Prime Contractor Report of Subcontractor Utilization. The report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 regarding a subcontractor will require the prime contractor to complete a performance evaluation report documenting the cause for the sub-performance rating. The City of Tucson Project Manager must concur with all poor performance ratings. Repeated poor performance may result in action by the OEOP Director up to and including decertification in accordance with Sec. 28-148(8)(8) of the SBE ordinance.

**D. MONITORING PAYMENTS TO SUBCONTRACTORS**

Prime contractors must provide notice to subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Office of Equal Opportunity Programs Director, 201 N. Stone Ave., 3<sup>rd</sup> Floor NW, Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Office of Equal Opportunity Programs with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

A copy of the SBE contract provisions shall be included with every subcontract.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The City of Tucson may withhold payment from the prime contractor for failure to submit and/or complete required documents.



A COMPLETED SBE PLAN AND/OR AFFIDAVIT OF GOOD FAITH EFFORTS MUST BE SUBMITTED WITH THE PROPOSAL.

City of Tucson  
Office of Equal Opportunity Programs  
AFFIDAVIT OF GOOD FAITH EFFORTS

CONTRACT NO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

WHERE A CONTRACTOR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE CONTRACTOR WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the contractor in soliciting and utilizing SBE firms to meet the City of Tucson's SBE goal. This certificate will assist the City of Tucson's Office of Equal Opportunity Programs in determining whether the contractor has implemented comprehensive good faith efforts. Pursuant to Administrative procedures and policies, the OEOP Director may verify and / or clarify information as it relates to the Affidavit of Good Faith Efforts and / or the Statement of Proposed SBE Plan. The burden of proof rests with the contractor.

Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Provide a brief summary of why the SBE goal of this project has not been met. Attach supporting documentation.

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3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

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4. Which portion of the contract proposal, in terms of suppliers, was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown, etc.).

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5. Which SBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space, identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to SBE firms, along with copies of telephone logs documenting follow-up communications, etc.)

Name of Company Contacted	Contact Person	Dates of Contact	Telephone #

6. Was the City of Tucson's Office of Equal Opportunity Programs (OEOP) technical or professional staff contacted for assistance? (Note that it is the policy of the OEOP to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goals). Attach necessary documentation.

Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Contact \_\_\_\_\_ OEOP Contact Person \_\_\_\_\_

7. Describe any efforts undertaken to provide SBE firms with information about this project, plans, specifications and requirements of the contract.

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8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

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9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why they – quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes
<hr/>	<hr/>

10. Were any bids from SBE Subcontractors that were no more than 13% or \$250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail.

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11. Describe in detail any supplemental items or errors which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets on this item.

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## DBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES

### PROJECT GOAL

The City of Tucson's Disadvantaged Business Enterprise Participation goal for this project is as follows:

  X   % DBE

### I. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

#### A. DEFINITIONS

**Commercially Useful Function** - The performance of real and actual services in the discharge of any contractual endeavor. A DBE is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE firm is not performing a commercially useful function and no DBE credit may be awarded toward the DBE goal.

**Contract** - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

**Contractor** - One who participates, through a contract or subcontract (at any tier), in a federally funded program. For the purposes of DBE Plan evaluation, any offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the Contractor DBE program compliance requirements.

**Disadvantaged Business Enterprise or DBE** - A for-profit small business concern certified under the Arizona Unified Certification Program (AZUCP) -

(a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**Good Faith Efforts** - Efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

**Joint Venture** - An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**Primary Industry Classification** - The four digit Standard Industrial Classification (SIC) code designation which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to

refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA 22261). NTIS also makes materials available through its web site ([www.ntis.gov/products/naics.aspx](http://www.ntis.gov/products/naics.aspx)).

**Program** - Any undertaking on the City of Tucson's part to use federal financial assistance, authorized by the laws to which this part applies.

**Race and Gender-Conscious** - A measure or program that is focused specifically on assisting only DBEs.

**Race and Gender-Neutral** - A measure or program that is, or can be, used to assist all small businesses.

**Recipient** - Any entity, public or private, to which federal financial assistance is extended, whether directly or through another recipient, or who has applied for such assistance.

**Set-Aside** - A contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

**Small Business Concern** - With respect to firms seeking to participate as a DBE, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

**Socially and Economically Disadvantaged Individual** - Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(a) Any individual who the City of Tucson finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## **B. APPLICABILITY**

The City of Tucson has received federal financial assistance and has established a DBE Diversity Program for Contracts in accordance with 49 CFR 26, which is incorporated herein by this reference. The DBE Diversity Program applies to all City and subrecipient contracts that are funded, in whole or in part, by federal financial assistance. In the event of any conflicts or inconsistencies between 49 CFR 26 and this DBE Diversity Program, 49 CFR 26 shall prevail.

**ALL CONTRACTORS INCLUDING DBEs MUST COMPLY.** Contractors who are DBEs must also comply with all requirements stated herein. However, a DBE on a prime contract may meet the contract goal by virtue of the work it performs on the prime contract with its own forces. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's DBE goals and federal regulations.

Firms that are certified *at time of DBE Plan submittal* through the Arizona Unified Certification Program (AZUCP) under 49 CFR 26 are eligible to participate as DBEs on City of Tucson contracts that are federally funded wholly or in part.

The Arizona Unified Certification Program (AZUCP) Database contains the **complete** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is **NOT** limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following Internet address: (<http://www.azdbe.org/>). If the name of a firm does not appear in the AZUCP database, it shall be the bidder's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Office of Equal Opportunity Programs (OEOP) at (520) 791-4593.

The City of Tucson has provided an overall DBE goal for this project. Prime contractors should be aware that **your obligation is to meet the DBE goal or submit an Affidavit of Good Faith Effort** to waive any or all of the portion of the goal not met.

#### C. DBE PARTICIPATION

A DBE goal may only be met by a certified DBE firm performing a commercially useful function. A DBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE shall be responsible for a specific contract amount and a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control. Open ended contracts or reimbursable contracts may not be used to meet a DBE goal at the time of bid submission. A copy of an executed subcontract must be submitted upon request by the City of Tucson.

#### D. DBE GOALS

To satisfy the DBE goals, a certified DBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Unless specific subcontractor participation goals are expressed in the specifications, contractors may meet the DBE project goals through the following methods:

**Subcontractor Participation** - Where a prime contractor utilizes one or more certified DBE subcontractor(s) to satisfy its DBE participation commitment, the prime contractor may claim only the value of the commercially useful function to be performed by such subcontractor(s) in order to obtain credit toward the satisfaction of the applicable goal.

1. Prime Contractors who utilize certified DBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the DBE firm and may only take credit for the dollar value of that contract towards satisfying its DBE commitment in their proposed DBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. When a DBE participates in a contract, only the work actually performed by the DBE will count toward DBE goals.

a. Credit will be given for the entire amount of that portion of a contract by the DBE performing a commercially useful function, including the cost of supplies and materials obtained by the DBE for the work of the contract (including supplies purchased or equipment leased by the DBE except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

b. Credit will be given for the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a federally funded contract, toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. The value of work that a non-DBE subcontractor subcontracts (second-tier) to a DBE firm may count toward DBE goals. Therefore, **prime contractors are required to identify and report the use of any second tier subcontractors on the project on the DBE Plan form.**

d. Credit will be given when a DBE subcontracts part of the work of its contract to another firm only if the DBE's subcontractor is itself a DBE.

3. When a DBE is used as the source for materials or supplies:

a. If a DBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable DBE participation goal.

b. If a DBE supplier is a regular dealer (a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public), 60% of the cost of the materials or supplies will be credited toward DBE goals.

4. Where a contractor engages in a joint venture to satisfy its DBE commitment, the DBE joint venture partner must be responsible for a distinct and clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. DBE joint ventures do not have to be certified as a joint venture by the City prior to bid opening. However, prime contractors must submit information at the time of bid opening that includes a copy of the joint venture agreement and clearly outlines the work to be performed by the DBE joint venture partner, including the dollar amount and percentage of the contract to be performed.

When a DBE performs as a joint venture, the OEOP will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

## II. SUBMITTAL REQUIREMENTS

### A. SUBMISSION OF A DBE PLAN

**The DBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.**

The DBE Plan must include:

1. The names of the DBE subcontractors/suppliers;
2. The type and scope of work or service each DBE will perform;
3. The dollar value of work as a percentage of the total contract

- value.
- 4. If the contract goal is not met, evidence of good faith efforts.

If the completed Statement of Proposed DBE Plan or, if necessary, a documented waiver application is not included with the proposal, the proposal will be considered non-responsive.

### **B. DBE ACKNOWLEDGMENT OF PARTICIPATION**

The Contractor will be required to submit to the Office of Equal Opportunity Programs (OEOP), a DBE Acknowledgment of Participation for each DBE listed on the proposed DBE Plan which provides signed confirmation that they are participating in the contract as provided in the prime contractor's commitment in their DBE plan.

### **C. REVIEW OF DBE PLANS**

The OEOP Director may determine that the Plan and/or Affidavit of Good Faith Effort is nonresponsive where the contractor, (1) failed to provide a completed Statement of Proposed DBE Plan; (2) failed to identify DBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable DBE goals for this project; (3) failed to achieve the dollar value of credible participation by certified DBEs as necessary to meet the project goals; (4) failed to provide written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal prior to contract execution; or (5) failed to meet the requirements for a waiver of the DBE goals. The OEOP Director's determination shall be in writing and shall state the basis for such decision.

## **III. GOOD FAITH EFFORT**

A contractor must, in order to be responsive, make good faith efforts to meet the goal. The contractor can meet this requirement in either of two ways. First, the contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the goal, the contractor can document adequate good faith efforts. This means that the contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The application for a waiver shall be in writing and must be submitted with the project proposal. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals.

The following is a list of types of actions which the City will consider as part of the good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve them of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the City of Tucson or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

I. Communicating with the Office of Equal Opportunity Programs (OEOP) seeking technical or professional assistance in identifying available DBEs and requesting the most current Arizona Unified Certification Program (AZUCP) directory of certified DBE firms.

The City's OEOP Director shall review the waiver application and approve the waiver where the contractor has demonstrated good faith efforts or deem them nonresponsive where they failed to meet the good faith efforts.

#### IV. ADMINISTRATIVE RECONSIDERATION

If it is determined by the City's OEOP Director that the contractor has failed to meet the goal and/or document adequate good faith efforts, the contractor shall have the opportunity for administrative reconsideration. Therefore, within five (5) working days of being notified by OEOP that it is not responsive because it has not met the goal or documented adequate good faith efforts, a contractor may request administrative reconsideration. Contractors must make this request in writing to the following individual:

Procurement Director  
City of Tucson  
255 W. Alameda – PO Box 27210  
Tucson, Arizona 85726.

The request for reconsideration must include the reasons and factual grounds for reconsideration with any supporting documents. The Procurement Director shall appoint a Reconsideration Official who will not have played any role in the original determination that the bidder did not document sufficient good faith efforts. The Reconsideration Official shall hold a hearing within ten (10) working days of the request for reconsideration. The contractor will have the opportunity to meet in person with the City's Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official can also take testimony from City employees.

The City will send the contractor, via certified mail, a written decision on reconsideration, explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts to do so. The decision will be sent within five (5) working days of the Reconsideration Hearing. The result of the reconsideration process is not administratively appealable. Copies of the reconsideration documentation, including supporting documents and the Reconsideration Official's final decision, shall be maintained in the contract file at Procurement and OEOP.

**FAILURE TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE CONTRACTOR TO BE DEEMED NONRESPONSIVE.**

**PURSUANT TO ADMINISTRATIVE PROCEDURES AND POLICIES, THE OEOP DIRECTOR MAY VERIFY AND/OR CLARIFY INFORMATION AND REQUEST RESUBMITTAL OF INFORMATION BASED ON CLARIFICATION AS IT RELATES TO THE AFFIDAVIT OF GOOD FAITH EFFORTS, AND/OR THE STATEMENT OF PROPOSED DBE PLAN.**

#### **V. GENERAL WAIVER OR REDUCTION OF DBE GOALS**

If after consultation with appropriate City departments, the OEOP Director determines that DBE availability is less than projected, the OEOP Director may waive or reduce established project goals. In such circumstances, the OEOP Director shall certify that DBEs are not in fact available.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified DBEs, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-DBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars (\$250,000). In such circumstances, the OEOP Director shall certify that DBEs are not in fact available to provide the needed labor and materials at competitive prices.

#### **VI. MONITORING PAYMENTS TO SUBCONTRACTORS**

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. This reporting requirement also extends to any certified DBE subcontractor. As part of the contract documents requirement, the contractor will submit company procedures and policy for prompt payment of work and prompt release of retention to subcontractors.

Prime contractors are required to pay **all** subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made by the City of Tucson to the prime contractor.

The prime contractor is to pay **all** retention owed to a subcontractor within **30 days of satisfactory completion** of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson. Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is **NOT** dependent on the billing of, or payment from, the City of Tucson for the retention release. Required timelines are indicated below:

- A. When a subcontractor has completed all the tasks called for in the subcontract, the subcontractor will submit a written request to the prime contractor for an acceptance inspection and release of all retention.
- B. Within 10 days of receipt of an inspection request by a subcontractor, the contractor shall schedule an inspection / walk through for acceptance of the work.
- C. Within 30 days of the acceptance of a subcontractors work, the prime contractor shall pay all retention owed to a subcontractor.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

Prime contractors are asked to submit the attached Certification of Payments, for each DBE subcontractor utilized on this project, once that portion of the work has been completed and the subcontractor has been paid in full.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award. Contractors must submit the attached Supplier & Subcontractor Utilization List Final Payment Record to OEOP with their request for final payment. The Final Payment Record will record total dollar amounts paid to both DBE and non-DBE suppliers and subcontractors.

Prime contractors must provide notice to subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Office of Equal Opportunity Programs Director, 201 N. Stone Ave., 3<sup>rd</sup> Floor NW, Tucson, Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project. Subcontractors will be assisted by the Office of Equal Opportunity Programs with the complaint process.

A copy of the DBE contract provisions shall be included with every subcontract.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The City of Tucson may withhold payment from the prime contractor for failure to submit and/or complete required documents.

## VII. MISCELLANEOUS PROVISIONS

### A. CONTRACT PROVISIONS

The contractor's distinct contract items of work to be awarded to DBEs shall be performed by the designated DBE or DBE substitute approved by the OEOP and the Procurement Department. DBE contract work items shall not be performed by the contractor in lieu of subcontracting, without OEOP's approval. Contract items eliminated from the project, with the approval of the Project Manager, will not

reduce the contractor's credit for DBE participation. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

#### **B. NON-PERFORMANCE BY DBEs**

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor will immediately notify the OEOP and the Project Manager and provide all facts surrounding the matter. The DBE firm can be terminated only for good cause. Good cause includes a situation where the DBE subcontractor has failed or refused to perform the work of its subcontract in accordance with normal industry standards. Such failure on the part of a DBE will not relieve the contractor of responsibility for meeting the DBE participation goal on the contract. The contractor shall immediately take adequate good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of the work. The substitute DBEs name, description of work and all written and signed commitments, and dollar value of the work shall be submitted to the OEOP, and the OEOP's approval must be obtained prior to the substitute DBE beginning work. If the contractor fails or refuses to comply, the OEOP will recommend that the City issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City may terminate the contract for cause and/or pursue any other remedy available to the City.

#### **C. CONTRACTOR PERFORMANCE EVALUATION**

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the OEOP Prime Contractor Report of Subcontractor Utilization. The report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 regarding a subcontractor will require the prime contractor to complete a performance evaluation report documenting the cause for the sub-performance rating. The City of Tucson Project Manager must concur with all poor performance ratings. Repeated poor performance may result in action by the OEOP Director up to and including decertification in accordance with Sec. 28-148(8)(8) of the SBE ordinance.

#### **D. RECORD-KEEPING**

The City of Tucson will require prime contractors to maintain records and documents of payments to DBE for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. The reporting requirement also extends to any certified DBE subcontractors.

#### **E. FALSE, FRAUDULENT OR DISHONEST CONDUCT**

The City of Tucson will bring to the attention of the federal government any false, fraudulent or dishonest conduct in connection with the DBE Diversity Program for Contracts so that the federal government can take steps (e.g., referral to the Department of Justice for criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR 26.109. The City will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

#### **F. NON-DISCRIMINATION**

The City of Tucson shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The recipient shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of federal contracts. The recipient's DBE Program, as

required by 49 CFR 26, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Tucson of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).



A COMPLETED DBE PLAN AND/OR AFFIDAVIT OF GOOD FAITH EFFORTS MUST BE SUBMITTED WITH THE PROPOSAL

City of Tucson  
Equal Opportunity Office

**AFFIDAVIT OF GOOD FAITH EFFORTS**

CONTRACT NO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**WHERE A CONTRACTOR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET DBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE BIDDER WILL BE DEEMED NONRESPONSIVE.**

The intent of this certification is to document the good faith efforts implemented by the contractor in soliciting and utilizing DBE firms to meet the City of Tucson's DBE goals. This certificate will assist the City of Tucson's Office of Equal Opportunity Programs in determining whether the contractor has implemented comprehensive good faith efforts. Pursuant to Administrative procedures and policies, the OEOP Director may verify and/or clarify information as it relates to the Affidavit of Good Faith Efforts and/or the Statement of Proposed DBE Plan. The burden of proof rests with the contractor.

Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a DBE plan must also be submitted.

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\_\_\_\_\_  
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2. Provide a brief summary of why the DBE goal on this project has not been met. Attach supporting documentation.

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3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to DBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.)

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4. Which portion of the contract proposal, in terms of suppliers, was identified to DBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown, etc.)

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5. Which DBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (a copy of written solicitation to DBE firms, along with copies of telephone logs documenting follow-up communications, etc.)

Name of Company Contacted  
Telephone #

Contact Person

Dates of Contact

Name of Company Contacted Telephone #	Contact Person	Dates of Contact

6. Was the City of Tucson's Office of Equal Opportunity Programs (OEOP) technical or professional staff contacted for assistance? (It is the policy of the OEOP to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the DBE goals.) Attach necessary documentation.

Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Contact \_\_\_\_\_ OEOP Contact Person \_\_\_\_\_

7. Describe any efforts undertaken to provide DBE firms with information about the project plans, specifications and requirements of the contract.

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8. Describe any additional efforts undertaken to assist DBE firms (e.g. bonding assistance, lines of credit, etc.).

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Indicate which DBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor, provide documentation to show quotes received from non-certified firms.

Name of DBE Firm

Explanation for Rejecting Quotes

Name of DBE Firm	Explanation for Rejecting Quotes
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9. Were any proposals from DBE subcontractors that were no more than 15% or \$250,000 greater than the accepted Non-DBE

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10. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation on sheets for this item.

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MUST BE SUBMITTED WITH THE PROPOSAL

City of Tucson  
Office of Equal Opportunity Programs (OEOP)  
DBE ACKNOWLEDGMENT OF PARTICIPATION

CONTRACT NO. \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TRADE/INDUSTRY/SUPPLY/EQUIPMENT: \_\_\_\_\_

DOLLAR VALUE OF THE CONTRACT: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

DBE Signature: \_\_\_\_\_

Phone No. \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that \_\_\_\_\_ is participating in the contract as provided in the Proposed DBE Plan and that the information shown above is a true reflection of the proposed subcontract.

Prime Contractor's Signature: \_\_\_\_\_

**MUST BE SUBMITTED WITH REQUEST FOR FINAL PAYMENT**

**City of Tucson  
Office of Equal Opportunity Programs (OEOP)**

**SUPPLIER AND SUBCONTRACTOR UTILIZATION LIST  
FINAL PAYMENT RECORD**

Pursuant to administrative procedures and policies, the OEOP Director may verify and/or clarify and request resubmittal of information to verify or clarify information as it relates to the contractor's Final Payment Record.

CONTRACT No. \_\_\_\_\_ Bid Amount: \_\_\_\_\_ Project Name: \_\_\_\_\_

<u>FIRM NAME</u>	<u>DBE</u>	<u>TRADE/INDUSTRY</u>	<u>SUPPLIER</u>	<u>TOTAL</u>	<u>PAYMENT</u>	<u>MADE</u>
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____
_____	Y_N_		_____	Y_N_		_____

**CERTIFICATION OF PAYMENTS TO DBE FIRMS**

Project Name: \_\_\_\_\_  
COT Job No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Fed Job No.: \_\_\_\_\_ State TRACS No.: \_\_\_\_\_

The undersigned prime contractor on the above named City of Tucson project hereby, certifies that full payment was made to the firm indicated for material and/or work performed under this project's contract as follows:

Firm Name \_\_\_\_\_, was paid \$ \_\_\_\_\_

The subcontract was completed on \_\_\_\_\_

Full Retention has been released to the Subcontractor by the Prime Contractor Yes / No

This certification is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contracts, all documentation supporting the contractors position should be submitted.

**I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Prime Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certifies that payments were received and/or justification by contractor is correct.

**I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Subcontractor/Supplier/Manufacturer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MUST BE SUBMITTED WITH THE PROPOSAL

SUBCONTRACTOR PROMPT PAYMENT REQUIREMENTS

CONTRACT NO: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DBE Contract Provisions – Section V. Monitoring Payments to Subcontractors

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made by the City of Tucson to the prime contractor.

The prime contractor is to pay all retention owed to a subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson.

Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is NOT dependent on the billing of, or payment from, the City of Tucson for the retention release.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

By signing below I acknowledge and agree to the DBE subcontractor prompt payment requirements.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2013

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

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

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C No. Exp):</b> (770) 552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com <b>FAX (A/C No.):</b> (866) 550-4082	
<b>INSURED</b> Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Union Fire Ins. Co.	<b>NAIC #:</b> 19445
		<b>INSURER B:</b> Commerce & Industry Insurance	<b>NAIC #:</b> 19410
		<b>INSURER C:</b> New Hampshire Insurance Company	<b>NAIC #:</b> 23841
		<b>INSURER D:</b> Lexington Insurance Company	<b>NAIC #:</b> 19437

COVERAGES CERTIFICATE NUMBER: 12-13 (Kimley-Horn) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	9645227	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	4982985	12/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X	BE 021730741	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	018112556	12/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		X	016017332	12/1/2012	4/1/2014	Per Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: DP-Request for Qualifications #130677 - On Call Traffic Engineering Services, COT. The City of Tucson & The Regional Transportation Authority (RTA) are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.

<b>CERTIFICATE HOLDER</b>  City of Tucson Matt Hausman P.O. Box 27210 Tucson, AZ 85276-2639	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Matt Hausman/JERRY
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## Santa Cruz County

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TO: Board of Supervisors  
FROM: Mary Dahl, Special Projects  
RE: SEAGO Administration Contract for Nogalitos Project  
DATE: August 31, 2016

**Subject:** Discussion and Possible Action to enter into Professional Services Contract with the Southeastern Arizona Governments Organization (SEAGO) for Administration of the Colonias Set-Aside CDBG contract for the Nogalitos Wastewater Drainage Project if awarded.

**Recommendation:** The recommendation is to approve the contract as presented.

**Background:** As the Board is aware, an application was submitted to the Arizona Department of Housing in mid-August for Colonias Set-Aside Community Development Block Grant funding of the Nogalitos flood control project. One of the criteria for extra points in the ranking is that any professional services contracts for implementing the project already be in place. The staff at ADOH suggested that it would not be a bad idea to get SEAGO under contract to administer the grant to try to capture those extra points. It is obviously no guarantee that the County will receive the grant, but it couldn't hurt.

This contract has been crafted in such a way as to make sure SEAGO gets compensated for the work they performed in assisting the County in preparing the grant application, but in the event we are not successful, there would be no further obligation on the part of the County.

**Financial Implications:** The value of the contract is \$56,100 which would be the full obligation if the grant is received. This amount is included in the grant request, so there would be no cost to the general fund or Flood Control District.

**Proposed Motion:** "I move to approve the contract with SEAGO to perform administrative duties related to the Nogalitos flood project in the event the Colonias Set-Aside CDBG application is successful."

**Attachments:** Contract

**C O N T R A C T**

**SANTA CRUZ COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
FY15/16 COLONIAS SET-ASIDE TECHNICAL ASSISTANCE  
FOR COMPLETION OF THE DRAINAGE IMPROVEMENTS PROJECT**

THIS CONTRACT, made and entered into by and between the SouthEastern Arizona Governments Organization (SEAGO), 1403 W. Highway 92, Bisbee, Arizona 85603, hereinafter called the CONTRACTOR, and the COUNTY OF SANTA CRUZ, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY has applied for a Community Development Block Grant Contract from the State of Arizona, Department of Housing (ADOH) FY15/16 Colonias Set-Aside CDBG Program for the Nogalitos Wastewater Drainage Improvement Project (the "Project") and

WHEREAS, should the COUNTY be awarded the Colonias grant, the COUNTY will be in need of technical assistance in administering said grant including the successful completion of the Environmental Record Review (ERR); and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

WHEREAS, the COUNTY is agreeable to purchasing said technical assistance; and

WHEREAS, the COUNTY will pay for the ERR tasks completed to date at a rate of Seventy-Five Dollars per hour regardless of the Colonias grant application's outcome, but will not be liable for further fees under this contract should the COUNTY not be able to proceed with the Project and utilize the FY15/16 Colonias Set-Aside Community Development Block Grant from the Arizona Department of Housing. Should the County be awarded the Colonias grant, all fees for the ERR earned to date are included in this contract fee.

NOW THEREFORE, the parties do mutually agree as follows:

**ARTICLE I - SEAGO OFFICERS - LEGAL STATUS**

- A. The officers of the CONTRACTOR's Corporate Board of Directors are: Chairman; 1<sup>st</sup> Vice-Chairman 2<sup>nd</sup> Vice-Chairman and Treasurer.
- B. The Chief Executive Officer of the CONTRACTOR is Randy Heiss, Executive Director.
- C. The CONTRACTOR's legal status is that of an Arizona not-for-profit corporation in current compliance with the requirements of the Arizona Corporation Commission and doing business as the SouthEastern Arizona Governments Organization.

## ARTICLE II - SCOPE OF WORK

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Scope of Work (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Scope of Work herein described without first submitting a written request to the COUNTY and obtaining the COUNTY'S written approval of the requested change.
- C. The CONTRACTOR shall provide all of the necessary qualified personnel, materials and facilities to implement the assistance program described herein.

## ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the COUNTY reserves the right to assign any individual to assist in implementing the program outlined in the Scope of Work.

## ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from the date of execution of this agreement by the COUNTY, through administrative closeout of the project. This does NOT include any post close-out reporting requirements specified in the ADOH contract as "special conditions".

## ARTICLE V - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the CONTRACTOR's satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with other Contract requirements herein stated, the COUNTY **shall pay the CONTRACTOR THE SUM OF FIFTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$56,100), AS INDICATED ON FORM 2 OF THE APPLICATION.**
- B. The COUNTY shall pay said monies to the CONTRACTOR in the manner set forth below:
  - 1. **TWENTY THOUSAND ONE HUNDRED DOLLARS (\$20,100.00) upon completion of the Environmental Review Report.**
  - 2. **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) sixty (60) days from the execution date of the ADOH Contract with the County.**
  - 3. **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) one hundred twenty (120) days from the execution date of the ADOH Contract with the County.**
  - 4. **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) one hundred eighty (180) days from the execution date of the ADOH Contract with the County.**
  - 5. **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) two hundred forty**

**(240) days from the execution date of the ADOH Contract with the County, or the remaining balance due if the project is completed.**

**6. FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) three hundred (300) days from the execution date of the ADOH Contract with the County, or the remaining balance due if the project is completed.**

**7. FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) three hundred sixty (360) days from the execution date of the ADOH Contract with the County, or the remaining balance due if the project is completed.**

**8. FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) four hundred twenty (420) days from the execution date of the ADOH Contract with the County, or the remaining balance due if the project is completed.**

**9. FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) upon completion of the project.**

C. The funds specified in Paragraph A of this Article V shall constitute full and complete payment of monies to be received by the CONTRACTOR from the COUNTY for the purposes designated herein.

D. The COUNTY shall have the right to recapture of funds upon written notice to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms of the Contract or conditions imposed by HUD provided that the recapture of funds shall not apply to work successfully completed by the Contract under the terms of the Contract and while in compliance with the conditions imposed by HUD.

#### ARTICLE VI - RETENTION OF RECORDS

A. The CONTRACTOR shall provide such records as will fully disclose the amount and disposition of the total funds for all sources budgeted for the contract period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Arizona Department of Housing shall prescribe. Such records shall be preserved by the COUNTY for a period of not less than FIVE (5) years following Contract closeout.

B. The CONTRACTOR and the COUNTY shall make available to each other all financial and administrative records with respect to matters covered by this agreement at any time during normal business hours and as often as necessary.

#### ARTICLE VII - AUDIT

A. The COUNTY and its duly authorized representative shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the CONTRACTOR which are pertinent to this Contract and which will facilitate an effective audit.

- B. The CONTRACTOR shall maintain a group of separate records for any and all monies paid to the CONTRACTOR by the COUNTY under the terms of this Contract.
- C. The CONTRACTOR shall maintain a salary schedule of employees engaged in work under terms of this Contract.

#### ARTICLE VIII - INTERESTS OF THE CONTRACTOR

- A. The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- B. Any program income generated by the CONTRACTOR and derived from the program shall be awarded to the COUNTY for its use in accordance with the conditions identified in 24CFR570.506.

#### ARTICLE IX - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no public official, shall be admitted to any share or part hereof, or to any pecuniary benefit to arise herefrom. The provisions of ARS 38-511 are incorporated herein by reference.

#### ARTICLE X - OTHER REQUIREMENTS

- A. The CONTRACTOR will comply with all applicable state and federal rules and regulations concerning third party contracts in connection with the carrying out of this Contract.
- B. The CONTRACTOR has a copy of the Arizona Department of Housing CDBG Program Grant Administration Handbook, Application Handbook, Labor Standards Handbook, Procurement and Contracting Handbook and Environmental Review Handbook, and the CONTRACTOR shall comply with these existing regulations and provisions as well as future revisions.
- C. The CONTRACTOR agrees to comply with applicable statutes, regulations and Executive Orders as required by the Arizona Department of Housing as described in the attached compliance requirements (Attachment B to this Contract).
- D. The CONTRACTOR certifies that its indirect cost schedule is in accordance with the provisions of Federal Management Circular A-87.
- E. The CONTRACTOR agrees to comply with certification requirements regarding lobbying as stated in Attachment C.

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY do hereby execute this

Contract as of the date last signed:

\_\_\_\_\_  
RUDY MOLERA  
CHAIR, COUNTY OF SANTA CRUZ

  
\_\_\_\_\_  
RANDY HEISS  
EXECUTIVE DIRECTOR  
SOUTHEASTERN ARIZONA  
GOVERNMENTS ORGANIZATION

DATE: \_\_\_\_\_

DATE: 9/30/2014

ATTEST: \_\_\_\_\_  
MELINDA MEEK, CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHARLENE LAPLANTE  
CHIEF DEPUTY CIVIL COUNTY ATTORNEY

## ATTACHMENT A

### Scope of Work

The SouthEastern Arizona Governments Organization, hereinafter called the CONTRACTOR, agrees to implement the management program for the COUNTY OF SANTA CRUZ, hereinafter called the COUNTY, described as follows:

The CONTRACTOR will provide that level of management needed by the COUNTY for the development of its Community Development Block Grant Program as delineated within Arizona Department of Housing (ADOH) Contract. Such management will include the following specific work items that will be consistent with all ADOH CDBG Program requirements, as stated in Article XI, Section B. It is understood that the CONTRACTOR is not a construction "project manager".

A. The CONTRACTOR will advise the COUNTY in completing all documents required to initiate the grant activity(ies).

B. The CONTRACTOR will undertake all tasks relating to the Environmental Review. The COUNTY agrees to cooperate fully in this requirement.

D. The CONTRACTOR will prepare all documents for the procurement of professional services, material purchases and/or construction bids, as needed, according to CDBG program requirements and regulations, and assist the COUNTY in the procurement of said materials or services.

E. The CONTRACTOR will provide compliance with all Labor Standards requirements for construction projects. The COUNTY agrees to cooperate fully in this requirement.

F. The CONTRACTOR shall maintain all project records and files on behalf of the COUNTY. The COUNTY agrees to cooperate fully in this requirement.

G. The CONTRACTOR shall assume full responsibility for responding to all ADOH questions, concerns, findings and reports, if the COUNTY cooperates and provides any and all documents requested. The COUNTY agrees to do so in a timely manner.

H. The CONTRACTOR shall assist the COUNTY in complying with any ADOH contract "special conditions", EXCEPT post-closeout reporting requirements and any Self-Evaluation and Transition Plans for non-profit sub-recipients. Should a "special condition" require the writing of a Self-Evaluation and Transition Plan for a non-profit sub-recipient, extra charges will be negotiated between the COUNTY and the CONTRACTOR.

I. The CONTRACTOR will attend all monitoring visits made by ADOH staff.

J. The CONTRACTOR shall assist in and identify all activities leading to and including project closeout. The COUNTY assumes full responsibility for meeting all ADOH requirements prior to project closeout.

## ATTACHMENT B

### Civil Rights Provision (3 pages)

#### Civil Rights Laws and Requirements

\*\*\*\*\*

Civil Rights Act  
of 1964, Title VI

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

- Excluded from participation
- Denied program benefits
- Subjected to discrimination on the basis of:
  - Race
  - Color
  - National origin

Under any program or activity receiving Federal financial assistance.

\*\*\*\*\*

Civil Rights Act  
of 1968, Title VIII

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing on the basis of:

- Race
- Color
- Religion
- Sex
- National Origin

This law requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

\*\*\*\*\*

Rehabilitation  
Act of 1973,  
Section 504

Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual shall, solely by reason of his or her handicap, be:

- Excluded from participation (including employment)
- Denied program benefits
- Subjected to discrimination

Under any program or activity receiving Federal funds.

It also requires each local government receiving such federal funds to:

- Conduct a self-evaluation;
- Prepare a transition plan, if appropriate;
- Ensure that its communications are accessible;

- Ensure that its employment practices are non discriminatory; And if it has 15 or more full or part time employees, it must:
- Designate a 504 Coordinator
- Adopt a grievance procedure; and
- Comply with public notice requirements.

\*\*\*\*\*

Age  
Discrimination  
Act of 1975

Age Discrimination Act of 1975, as amended, provides that no Discrimination person shall be excluded from participation, denied program Act of 1975 benefits, or subjected to discrimination on the basis of age - under any program or activity receiving Federal funds.

\*\*\*\*\*

Americans with  
Disabilities  
Act of 1990

Americans with Disabilities Act of 1990 prohibits discrimination against individuals with disabilities for all state and local governments and requires them to undertake actions similar to those required by Section 504. It also contains a public accommodations portion and requires private employers not to discriminate against individuals with disabilities in terms of employment, services and accommodations.

\*\*\*\*\*

Executive Order  
11063: Equal  
Opportunity in  
Housing -  
Lending

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

\*\*\*\*\*

Executive Order  
11246:  
Employment  
Opportunity

Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

\*\*\*\*\*

Fair Housing  
Act  
Amendment  
Title VIII

Fair Housing Act Amendments of 1988, extends the benefits of the Housing Act of 1968 to two previously unprotected groups, namely, families with children (i.e., anyone under 18) and individuals with disabilities.

\*\*\*\*\*

Housing and Urban  
Urban  
Development  
Act of 1968,  
Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for:

- Training
- Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section also provides that contracts awarded in connection with such projects be awarded to:
- Businesses located in the project area,  
- OR -
- Businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined Aproject area as the unit of local government or the metropolitan area or the non-metropolitan county in which the project is located.)

\*\*\*\*\*

Housing and  
Community  
Development  
Act of 1974,  
Section 104

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee will affirmatively further fair housing.

\*\*\*\*\*

Housing and  
Community  
Development  
Act of 1974,  
Section 111

Section 111 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or Act subjected to discrimination on the basis of:

- Race
- Color
- National Origin
- Sex
- Age
- Handicap
- Religion
- under any program or activity funded in whole or in part under Title I (CDBG) of the Act.

**ATTACHMENT C**  
**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance.

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

- (1) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(2) Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statements shall be subject to a civil penalty of less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
RUDY MOLERA, CHAIR  
COUNTY OF SANTA CRUZ

  
\_\_\_\_\_  
RANDY HEISS  
EXECUTIVE DIRECTOR  
SOUTHEASTERN ARIZONA  
GOVERNMENTS ORGANIZATION

DATE: \_\_\_\_\_

DATE: 9/30/2014

## RESOLUTION NO. 2016-10



### A RESOLUTION OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY COMMITTING TO THE *STEPPING UP INITIATIVE* CALL TO ACTION TO REDUCE THE NUMBER OF PEOPLE WITH MENTAL ILLNESS IN JAILS

**WHEREAS**, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

**WHEREAS**, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

**WHEREAS**, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

**WHEREAS**, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

**WHEREAS**, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

**WHEREAS**, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

**WHEREAS**, Santa Cruz County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

**WHEREAS**, Santa Cruz County has developed its Restoration Center which helps people stay out of jail by offering mental health and substance use disorder treatment; and

**WHEREAS**, through *Stepping Up*, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Association Foundation are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails;

**NOW, THEREFORE, LET IT BE RESOLVED, THAT THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY**, do hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative and

Resolution No. 2016-10  
Page 2

encourage all county officials, employees and residents to participate in *Stepping Up* by taking action at their website [here](#).

**SIGNED AND ADOPTED** this 7th day of September, 2016.

BOARD OF SUPERVISORS

\_\_\_\_\_  
Rudy Molera, Chairman

\_\_\_\_\_  
Manual Ruiz, Vice-Chairman

\_\_\_\_\_  
John Maynard, Member

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlene Laplante, Deputy County Attorney

ATTEST:

\_\_\_\_\_  
Melinda Meek, Clerk of the Board

## RESOLUTION NO. 2016-11



### A RESOLUTION OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY COMMITTING TO THE *RURAL IMPACT COUNTY CHALLENGE* CALL TO ACTION TO REDUCE THE NUMBER CHILDREN LIVING IN POVERTY

**WHEREAS**, small towns and rural communities are home to millions of Americans and are a vibrant part of our nation's economy; and

**WHEREAS**, in 2014, approximately 1.4 million children in rural areas were poor and over 700,000 children lived in rural families with cash incomes that fell below half of the poverty line; and

**WHEREAS**, high rates of poverty have persisted for generations, including over 300 rural counties with poverty rates of over 20 percent in every Census since 1980; and

**WHEREAS**, investing in poor children and their families not only reduces poverty in the near term, but also improves children's education, health, and earnings outcomes later in life; and

**WHEREAS**, rural and tribal communities face distinct challenges, including limited access to critical services, fewer job prospects, and in some places, relative lack of institutional capacity; and

**WHEREAS**, no matter where they live, all families aspire for the cornerstones of economic security: a well-paying job, child care, a college education, health care, a home, and retirement; and

**WHEREAS**, Santa Cruz County and all counties recognize that a child's zip code should not determine her destiny, and that every child should have the opportunity to succeed; and

**WHEREAS**, Santa Cruz County has participated in grant programs targeting low income rural areas and has increased access to essential health and human services through programs that benefit low income families; and

**WHEREAS**, through *The Rural Impact County Challenge*, the National Association of Counties and the White House Rural Council are encouraging public, private and nonprofit leaders to reduce the number of children living in poverty in rural areas.

Resolution No. 2016-11  
Page 2

**NOW, THEREFORE, LET IT BE RESOLVED, THAT WE, THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY**, do hereby sign on to the Call to Action to reduce the number of children living in poverty, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative and encourage all county officials, employees and residents to participate in *The Rural Impact County Challenge* on a local, regional, state and national level and to take advantage of the resources provided through the National Association of Counties at their website located [here](#).

**SIGNED AND ADOPTED** in this 7<sup>th</sup> day of September, 2016.

**BOARD OF SUPERVISORS**

\_\_\_\_\_  
Rudy Molera, Chairman

\_\_\_\_\_  
Manual Ruiz, Vice-Chairman

\_\_\_\_\_  
John Maynard, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charlene Laplante, Deputy County Attorney

**ATTEST:**

\_\_\_\_\_  
Melinda Meek, Clerk of the Board



## PROCLAMATION

### PROCLAMATION IN SUPPORT OF MEXICO'S INDEPENDENCE DAY

**WHEREAS**, there is a significant population of residents in Santa Cruz County, whose roots and strong ties go back to Mexico; and

**WHEREAS**, the Countries of the United States of America and the Mexican United States are peaceful nations who both enjoy liberty, freedom and democracy; and

**WHEREAS**, the Mexican Consulate General of Mexico in Nogales is the official representative of the Mexican Government and establishes permanent contact with the people of the local community living within its jurisdiction to expedite necessary information about their country in a way which will protect Mexican residents living in the area; and

**WHEREAS**, the Mexican Government through its Official Representative, the Consulate General of Mexico serves, and has served, the Mexican residents in this local jurisdiction since May 14<sup>th</sup>, 1885; and

**WHEREAS**, the Country of Mexico started the fight for Independence from Spain in 1810, and has always celebrated with "El Grito de Dolores" on September 15<sup>th</sup> and Independence Day on September 16<sup>th</sup>; and

**WHEREAS**, on September 16<sup>th</sup>, 1810, Father Miguel Hidalgo y Costilla rang the bell of his church in the town of Dolores, State of Guanajuato, to gather the people and called cry of Independence known as "El Grito de Dolores" (the Cry of Dolores); and

**WHEREAS**, Santa Cruz County, in conjunction with the Mexican Consulate General, the Mexican citizenry of the county of Santa Cruz, Arizona, the Mexican-American community, and our neighbor City of Nogales, Sonora celebrates the special occasion of the Independence of Mexico.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of Supervisors of the County of Santa Cruz and residents of Santa Cruz County join in congratulating the Mexican People and Government in the celebration of their Independence and convey through the Consulate General of Mexico in Santa Cruz County, continued prosperity and peaceful relations between both countries and cities with the spirit of cooperation that unites us as an economic, cultural and historical region now and in the future.

**DATED** this 7<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Rudy Molera  
Chairman

\_\_\_\_\_  
Manny Ruiz  
Vice-Chairman

\_\_\_\_\_  
John Maynard  
Supervisor



## PROCLAMATION

### DIAPER NEED AWARENESS WEEK SEPTEMBER 26 – OCTOBER 2, 2016

**Whereas**, the people of Santa Cruz County, Arizona, recognize that economic opportunity for individuals can lead to improved health for families and their communities; and

**Whereas**, 30% percent of Arizona's children under five years of age and 10% of Arizona's seniors live in poverty; and

**Whereas**, access to a reliable supply of clean diapers is a necessity for the health and welfare of infants and toddlers, their families, child and health care providers, and for those disabled persons and seniors needing incontinence supplies; and

**Whereas**, the average infant or toddler requires an average of 50 diaper changes per week over three years, and 15 to 20% of adults over the age of 65 are incontinent; and

**Whereas**, diapers cannot be bought with food stamps (SNAP) or WIC vouchers, therefore providing a sufficient supply of diapers can cause economic hardship to needy families; and

**Whereas**, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and for disabled persons and seniors to live independently; and

**Whereas**, when infants and toddlers cannot participate in childcare programs, it makes it very difficult for their parents and guardians to participate in the workforce, thereby causing economic harm to many families; and

**Whereas**, Santa Cruz County is proud to be home to several community organizations that recognize the importance of diapers and incontinence supplies in helping provide economic stability for families and distribute them to low-income families, disabled persons, and seniors through various channels.

**NOW, THEREFORE**, the Santa Cruz County Board of Supervisors hereby proclaims the week of September 26th through October 2nd, 2016 to be

#### DIAPER NEED AWARENESS WEEK

in this County and encourages all of our residents to donate generously to diaper drives, the Diaper Bank of Southern Arizona, which is the nation's first diaper bank, and to those organizations that distribute diapers to families in need to help address diaper needs in Santa Cruz County.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of September, 2016

\_\_\_\_\_  
Rudy Molera  
Chairman

\_\_\_\_\_  
Manuel Ruiz  
Vice-Chairman

\_\_\_\_\_  
John Maynard  
Member

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**Interoffice Memorandum**

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**To:** Board of Supervisors  
**From:** Jennifer St. John, County Manager   
**Subject:** Request approval of Intergovernmental Agreement for Animal Control services with the Town of Patagonia  
**Date:** August 17, 2016

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Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement for Animal Control services with the Town of Patagonia from July 1, 2016 through June 30, 2017.

Background:

In meeting with the Manager for the Town of Patagonia, he expressed an interest in the County performing animal control services for the Town on an emergency basis only. He stated that the two entities had entered into a similar agreement many years ago. This agreement would require the County to patrol and capture animals only in an extreme emergency when the Town could not perform this function. It also requires the County to house the Town's animals for a period of up to 3 days. Any services performed by the County on behalf of the Town would be reimbursed at the County's cost. In speaking with Lt. Pena, this agreement was beneficial to both parties when it was done in years past and caused very little strain on County resources.

Financial Implications:

Minimal revenue to the Animal Control fund if patrol, capture, or housing is to occur by the County on behalf of the Town.

Proposed Motion:

Move to approve the Intergovernmental Agreement for Animal Control services with the Town of Patagonia from July 1, 2016 through June 30, 2017.

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**Interoffice Memorandum**

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**To:** Board of Supervisors  
**From:** Jennifer St. John, County Manager   
**Subject:** Request approval of Maintenance Agreement with Gruber Power  
**Date:** September 7, 2016

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Recommendation:

Staff recommends that the Board approve the Full Service Maintenance Agreement with Gruber Power Services for uninterruptible power systems (UPS).

Background:

The County has UPSs' (back-up batteries) for all critical systems within the Adult and Juvenile Detention Centers, which were originally installed in 2010 right before the building was occupied. These UPS's have an average shelf life of 5 years so we are in the process of replacing them, and at the same time, would like to get them on a preventive maintenance schedule. This agreement would remain in effect from September 1, 2016 through August 31, 2017 and cost \$6,673.05 for the year. It will include two maintenance checks throughout the year in which the batteries would be tested and inspected for abnormal wear and tear. Under this agreement, the labor, travel and parts are free for battery replacement and the County is entitled to a discounted rate for any labor that might be required and not under the maintenance agreement, such as lightening or flood events.

Financial Implications:

Annual cost of \$6,673.05 budgeted under the Building Maintenance budget.

Proposed Motion:

Move to approve the Full Service Maintenance Agreement with Gruber Power Services for uninterruptible power systems.



**Gruber Power Services**  
Critical Power Specialists



Please route to Jesus Pliego

**Full Service Maintenance Agreement**

<b>Customer</b>	Santa Cruz, County of	<b>PO Number</b>		<b>Quote Date</b>	08/30/2016
<b>Department</b>	Management Information Systems	<b>Voice Number</b>	1-520-375-7787	<b>Quote #</b>	16Aug0428
<b>Address</b>	2150 N Congress Dr	<b>Cell Number</b>		<b>U-Number</b>	G00443723 <b>Ext</b>
<b>Mail Stop</b>		<b>Suite</b>		<b>Tech Contact</b>	Jesus Pliego
		<b>Fax Number</b>			1-520-375-7819
<b>City</b>	Nogales	<b>State</b>	AZ	<b>Zip</b>	85621
		<b>Email</b>	jpliego@santacruzcountyaz.gov		

Brand	Model	Serial	KVA	Equip Type	Service Level	Location	PM Freq	Response	Amount	Discount	Total
Best Power	F134AA0A0A0B	BD061F1018	10.0	UPS	Platinum 24x7	Juvenile Detention	Two per Year	4 Hour	1,794.00	0.00	1,794.00
Powerware	FL0AA0A0A0A0	BD061FI019	4.3	UPS	Platinum 24x7	Adult Detention	Two per Year	4 Hour	1,192.50	0.00	1,192.50
Best Power	FE10KVA	BD033FL004	10.0	UPS	Platinum 24x7	Adult Detention	Two per Year	4 Hour	1,794.00	0.00	1,794.00
APC	Symmetra PX	PD1025160021	40.0	UPS	Platinum 24x7	courthouse	Two per Year	4 Hour	2,634.00	0.00	2,634.00

	<b>Subtotal</b>	7,414.50
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<b>Optional Coverage Adders Discounts</b>	<input type="checkbox"/> Power Cond Adder	<input type="checkbox"/> Capacitor Coverage	<input type="checkbox"/> After Hours PM	<input type="checkbox"/> Multiple Unit Discount	<b>Shipping</b>	0.00
	<input type="checkbox"/> Battery Coverage	<input type="checkbox"/> Remote Monitoring	<input checked="" type="checkbox"/> Government Discount	<b>Discounts</b>	-741.45	
<b>Term 1 Year</b>	<input type="checkbox"/> Addl Batt Strings	<input type="checkbox"/> End of Life Equip Adder	<input checked="" type="checkbox"/> Pre-K Inspect Required	<b>Sales Tax</b>	0.00	

<b>Start - Term - End</b>	<b>Bill Interval</b>	<b>Contract Status</b>	<b>Prepared by:</b>	<b>Email</b>	<b>Yearly Tot</b>	6,673.05
09/01/2016 to 08/31/2017	Full Payment	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Opt to Renew	George Moorhead x426	mo3@gruber.com	<b>Term Total</b>	6,673.05

Services included under this agreement	Optional or upgrade services available
<ul style="list-style-type: none"> <li>4 - 8 or 12 Hour response time determined by contract level</li> <li>Unlimited service calls determined by contract level</li> <li>Free 24 Hour Tech Support</li> <li>24 x 7 Contracted Service Coverage (Including Holidays)</li> <li>Regular Preventive Maintenance visits for UPS and Battery Systems</li> </ul> <p>For service between 7-5 MST call - <b>800 658-5883</b></p>	<ul style="list-style-type: none"> <li>Onsite Technical Staff</li> <li>Monthly or Quarterly PM's</li> <li>Full Coverage Battery Contracts</li> <li>Small UPS Full Coverage Contracts</li> <li>Periodic Electrical System Preventive Maintenance</li> </ul> <p>24 Hour Service Emergency Hotline - <b>888 404-6997</b></p>

**Additional Terms and Conditions**

Under the terms of this Full Service Maintenance Agreement, Gruber Power Services Inc. will provide unlimited continuous effort service response within the contracted term, provide free parts, and fund all travel and labor costs. The first preventive maintenance visit will serve as a pre-contract inspection to validate this agreement. Any cost of repairs deemed necessary to restore the equipment to factory specs are billable. This Agreement does not include battery replacement or labor and travel associated with battery replacement. GPS manufactures batteries and offers preferential discounts to service customers. All applicable sales tax will be applied at the time of invoicing.

**Acceptance Signatures**

<b>Customer Acceptance</b>		<b>GPS Acceptance</b>	
<b>Date</b>		<b>Date</b>	
<b>Print Name/Title</b>		<b>Print Name/Title</b>	



## Uninterruptible Power System Full Service Maintenance Agreement Rev 08/13/16

### Responsibilities of Gruber Power Services (GPS)

For the charges stated herein, GPS shall maintain the equipment in good operating condition and furnish preventive and remedial maintenance service during the contracted term as follows:

#### Remedial Maintenance

Provide unscheduled remedial maintenance as required during the contracted period following customer notification. GPS will, under the terms of this agreement, provide a continuous best effort response to service calls received during the Call Window to address the equipment malfunction. GPS will provide and bear the cost of labor and parts for maintaining the contracted equipment in good operating condition, when such labor and parts are required due to normal wear and tear. Maintenance will include replacement of parts deemed necessary by GPS. All parts furnished shall be on an exchange basis and will be new standard parts or parts of equal quality with exchange parts removed. GPS shall respond to service call requests by telephone during the contracted period within 30 minutes, except for causes beyond the control of GPS.

#### Preventive Maintenance

Provide scheduled preventive maintenance (PM) based on the specific needs of the equipment as determined by GPS and normally between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or within extensions to the contracted period as mutually agreed upon and reflected in this agreement. Customer will be notified of PM due with sufficient notice to provide a mutually agreed upon date service will be performed by a GPS field engineer. Preventative maintenance is a mandatory activity and should not be delayed beyond 30 calendar days of the PM due date. Delays either by the contractor or customer could result in a contract breach.

#### Documentation

GPS will provide on-line service reports with a complete service history. GPS will also make available the PM checklists, schematics and specific documentation regarding the contracted equipment at the customer's request. All documentation supplied will remain the exclusive property of GPS.

#### Tools and Equipment

GPS will provide all maintenance materials, tools, and all test equipment necessary for the service described herein; all items to remain the exclusive property of GPS.

#### Preventive Maintenance Procedures

**(Visual Inspection)** – GPS will inspect work area for safety concerns that may affect the safety of the field engineer, and/or the customer. GPS will inspect subassemblies, wiring harnesses, contactors, cables and other major components for burns or broken wires. GPS will clean or replace all air filters. GPS will inspect all fans for slow start and free rotation. GPS will inspect AC input and output for proper wiring, grounding and verify to NEC code standards. GPS will inspect input and output grounding for proper application. GPS will evaluate and record alarm logs. Inspect all circuit boards and connections for cleanliness and/or possible problems. Inspect all breakers, power connections, fuses and controls for excessive heating or swelling via thermal scan and reading. Inspect AC and DC capacitors for swelling or leakage. Inspect for DC capacitor vent caps that have extruded more than 1/8". Inspect all nuts, bolts, screws and connectors for tightness and heat discoloration.

#### (Power Checks)

Measure input voltage, amperage, and frequency readings for proper levels and balance. Measure output voltage, amperage, and frequency readings for proper levels and balance. Measure bypass voltage and frequency for proper available power. Check input power and harmonic filters for proper operation and balance. Check output power and harmonic filters for proper operation and balance. With customer approval, perform operational test of the system including unit transfer and battery discharge. Review system performance statistics with customer. Power quality and harmonic distortion levels can be monitored upon special request from customer, but is outside the scope of the preventative maintenance agreement.

#### (Internal Component Checks)

Inspect and calibrate any logic and control signals as specified in the manufacturer's maintenance procedures. Inspect all indicators and meters for proper operation and calibration adjusting as necessary in accordance to the manufacturer's maintenance procedures. Inspect and calibrate all power supply settings in accordance with manufacturer's specified settings. Measure rectifier voltage and current balance for proper operation. Measure inverter voltages and balance for proper operation. Measure static switch voltages and inspect for any leakage. Check fuses on the DC capacitor deck for continuity if applicable.

#### (External Environmental Checks)

Check environmental conditions, equipment clearance issues, electrical changes or concerns, and any safety issues in the equipment area.



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Services**  
Critical Power Specialists

#### **(VRLA Battery System)**

Inspect the appearance and cleanliness of all batteries, connectors, cabinet(s) or rack(s), and room(s). Check each battery for signs of damage to the case, cover or terminals, staining of the case, terminals or surrounding areas, excessive swelling, evidence of melting or thermal damage to the cover and terminal post-seal plus support cabinet(s) or rack(s) for signs of physical damage, corrosion, etc. Confirm battery cabinet(s) or rack(s) hardware integrity and tighten connections as necessary. Clean and retighten all terminal connectors and check for NO-OX grease or oil on all connections (when needed and/or accessible). Check system float voltage and current and adjust if necessary to manufacturer's specified settings. Measure and record DC bus ripple voltage when applicable. Measure and record all internal impedance readings. Measure and record all battery connection resistances in micro-ohms when applicable. Measure individual battery temperatures and check for any hot spots or readings which are out of the manufacturer's recommended temperature variance when accessible. Perform individual battery load testing when accessible. Record battery date codes, number of cells and strings.

#### **(Wet Cell Battery System)**

Inspect the appearance and cleanliness of all battery cells, connectors, racks, and room(s). Check each jar, cover, post seal, and arrestor vent for electrolyte leaks, cracks, bulges, and other abnormalities. Record all problems found in the service report. Identify all terminal, connector, and rack corrosion build-up locations. Complete the following for each clear jar cell: Examine all positive and negative plates (and straps) for proper color and condition, noting any buckling, warping, scaling, swelling, cracking, mossing, sulfating, or hydrating. Check the sediment chamber build-up and separator condition. Record any excessive cell gassing. Check for proper electrolyte level. Neutralize all electrolyte leaks and spills, and remove remaining residue. Clean dust, dirt, and debris from all cell tops and racks. Measure and record the following for all cells: Overall float voltage at + and - terminals for entire battery, Individual cell float voltages, Electrolyte temperatures and level, Electrolyte specific gravity's corrected for cell temperatures and levels (prior to adding any water), Inter-cell, interior, inter-row, and inter-aisle connector resistance's (in micro-ohms). Measure and record in the logbook the following for all designated pilot cells (20% of total): Electrolyte temperatures and levels...Electrolyte specific gravity's corrected for cell temperatures and levels (prior to adding any water). Measure and record in the service report terminal connector resistances (in micro-ohms) for all cells in random order. Re-torque all connectors to inch-pound values recommended by battery manufacturer. Measure and record the DC ripple voltage and current being sent to the battery by the charger. Check panel meters for accuracy and record in the service report the findings. Measure and record in the service report the ambient air temperatures in two locations, each at opposite ends of the battery room. Confirm correct battery room exhaust system operation. Confirm battery rack hardware integrity. Tighten connections as necessary. Record in the service report; dates, cell numbers, and amounts of distilled/de-ionized water added to each cell to maintain proper electrolyte levels.

#### **Movement of Equipment**

Customer shall notify GPS of intent to move the contracted equipment. GPS, at its option, shall supervise the de-installation and re-installation and perform equipment startup. Contract billing will be suspended while the equipment is de-installed, and resume upon startup by authorized GPS personnel. Customer shall be billed for labor and materials provided during the movement of equipment at GPS's current rates. GPS shall be under no obligation to continue service if the equipment is moved without the prior approval and or involvement of GPS.

#### **Service Limitations**

If maintenance service is requested due to causes other than normal wear and tear, service will be provided at GPS's per call rates and terms in effect at that time. The following are examples of causes other than normal wear and tear: 1. Unauthorized attempts by other than GPS personnel to repair, maintain or modify equipment. 2. Catastrophe, natural disasters, etc. 3. Fault or negligence of Customer or misuse of equipment. Maintenance coverage and/or service does not include: 1. Operating supplies or accessories. 2. Cleaning supplies necessary for Customer preventive maintenance. 3. Painting, refinishing or furnishing materials for this purpose. 4. Electrical hardware, wiring, or attachments external to the equipment not specifically noted in this agreement. 5. Batteries, unless covered under provisions of the three year battery warranty program or full replacement program. 6. AC and DC capacitors unless additional coverage option is selected. If at the end of six months of maintenance service or anytime thereafter, it is the opinion of GPS, an item covered by this agreement cannot be properly or economically maintained on-site due to excessive wear, deterioration or environmental factors, GPS may supply the customer with a quote for reconditioning the equipment or bringing the environment up to acceptable standards. If the customer elects to not recondition or improve the environment, GPS may withdraw such items from coverage under this agreement.

#### **End of Life Equipment**

GPS welcomes end of life equipment service opportunities. Unlike the manufacturers, GPS maintains a large inventory of both new and vintage parts for a variety of equipment brands, styles and sizes. A segment of GPS technical staff consists of component level bench technicians capable of repairs to the board level. In addition, GPS reserves the option to replace end of life contracted equipment should parts availability become an issue, or GPS deems repair costs exceed the value of an equal or newer replacement unit.

#### **Availability of Extended/Special Services**

Any and all service outside of contracted maintenance that may be required (including battery replacement) are available at GPS's prevailing rate for the type of service required on the contracted equipment.



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#### **Eligibility for Service Agreement**

Equipment installed by GPS is eligible for inclusion under this agreement once equipment has been "started up" by authorized GPS personnel. Non-GPS supplied or installed equipment shall be subject to a pre-contract inspection by GPS to establish operating condition. If the pre contract inspection is unsuccessful, customer will be billed for the services rendered. Any necessary repairs or adjustments deemed necessary by GPS shall be made at GPS's prevailing time and materials rates and terms then in effect prior to commencement of this service agreement.

#### **Three Year Battery Warranty (Optional)**

Warranty applies to new batteries installed by GPS under the provisions of our three-year full service agreement. Batteries not supplied by GPS must be replaced in a minimum of one string for the warranty to apply and only applies to the string replaced. Batteries that are new but not supplied by GPS can be eligible for the three-year warranty upon a successful pre-contract inspection showing the batteries are within manufacturer's specifications. Batteries that fail within the warranty period will be replaced if found defective. This warranty does not cover weak batteries. Batteries replaced under warranty will be done so in accordance with the manufacturer's recommendations. Warranty is void if the environment is not kept within acceptable standards. Ambient temperature shall not exceed 77 degrees Fahrenheit. Battery replacement labor and travel shall be provided at no additional cost during normal business hours. Emergency after hours replacement will be provided for customers under a 24 hour 7 day a week service agreement.

#### **Full Replacement Battery Warranty (Optional)**

Warranty applies to new batteries installed by GPS under the provisions of our one-year, three-year or five-year full service agreement. Batteries not supplied by GPS must be replaced in a minimum of one string for the warranty to apply and only applies to the string replaced. Batteries not supplied by GPS that are six months or newer can be eligible for the full replacement warranty upon a successful pre-contract inspection showing the batteries are within manufacturer's specifications. Batteries that fail anytime will be replaced if found weak or bad. Coverage will always remain in effect as long as a service agreement is provided through GPS. Batteries found weak or bad will be replaced in accordance with the manufacturer's recommendations. Warranty is void if the environment is not kept within acceptable standards. Ambient temperature shall not exceed 77 degrees Fahrenheit. Battery replacement labor and travel shall be provided at no additional cost during normal business hours. Emergency after hours replacement will be provided for customers under a 24 hour 7 day a week service agreement.

#### **Customer Responsibilities**

Customer shall notify GPS immediately of equipment failures and allow GPS full access to the equipment to perform proper preventative maintenance as the contract herein stipulates. Delayed PM's induced by the contractor and/or customer, in excess of 30 calendar days, will result in a voided contract. Customer must allow GPS to use necessary machines, communications facilities, features, and other equipment (except as normally provided by GPS) at no extra charge. Throughout the term of this agreement, customer shall maintain site conditions within the environmental range of the equipment as set forth in the manufacturer's recommendations for operation. Customer agrees to provide access for scheduled maintenance within normal working hours (8AM - 5PM, Monday - Friday) excluding holidays unless other special arrangements are agreed to and noted as an addendum to this agreement. Customer representative shall keep any service reports that are faxed and/or emailed to signify that GPS has satisfactorily met its obligations under this agreement.

#### **Assignment Responsibility**

It is the responsibility of GPS to ensure that contracted services are provided. GPS does, however, reserve the right to subcontract any or all services under this agreement to ensure that proper and professional services are provided in a timely manner. **However, there may be instances (proprietary software, OEM parts and subsequent repairs) where the said Customer will have to pay for this service and be reimbursed by the respective contract holder (GPS) Gruber Power Services.**

#### **Limitation of Liability**

GPS will not be liable for damages resulting from loss of data, profits, use of products or for the incidental or consequential damages, even if advised of the possibility of such damage. This limitation of GPS's liability will apply regardless of the form of action, whether in contract or tort including negligence. GPS will not be liable for any delay in performance due to causes beyond the reasonable control of GPS.

#### **Term**

This agreement will be in effect until the expiration date (as noted on the agreement form), or until canceled by one of the parties. Either party may cancel this agreement without cause upon thirty (30) days written notice. Any refund of the premium will be determined solely by GPS and will be based on the unused portion of the premium. Any direct or in-direct expenses incurred by GPS to support the equipment during the term of the agreement will be deducted from the premium, then any remainder will be refunded to the customer. If no expenses were incurred by GPS, then any refund will be considered on a pro-rated basis.



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1  
RUDY MOLERA  
District 2  
JOHN MAYNARD  
District 3

STATE OF ARIZONA       )  
  )  
COUNTY OF SANTA CRUZ )

### CERTIFICATION

We, the undersigned members of the Santa Cruz County, State of Arizona, Board of Supervisors, do hereby certify that the attached is a total, correct and complete tabulation of the number of ballots cast for the August 30<sup>th</sup>, 2016, Primary Election in each precinct. This tabulation includes polling, early, provisional and conditional provisional ballots cast.

Dated this 7<sup>th</sup> day of September, 2016.

Santa Cruz County  
Board of Supervisors

\_\_\_\_\_  
Rudy Molera, Chairman

\_\_\_\_\_  
Manuel Ruiz, Vice-Chairman

\_\_\_\_\_  
John Maynard, Supervisor



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1  
RUDY MOLERA  
District 2  
JOHN MAYNARD  
District 3

STATE OF ARIZONA        )  
  )  
COUNTY OF SANTA CRUZ )

### CERTIFICATION

I, Melinda Meek, Clerk of the Board of Supervisors, Santa Cruz County, AZ, do hereby certify that the attached is a true and correct copy of the Official Returns for the Primary Election held on August 30<sup>th</sup>, 2016, as approved by the Santa Cruz County Board of Supervisors at the Official Canvass of said returns on the 7<sup>th</sup> day of September, 2016, as provided by law.

In witness whereof, I have hereunto set my hand and affixed the Official County seal this 7<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Melinda Meek  
Clerk of the Board  
Santa Cruz County



SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
SANTA CRUZ COUNTY, AZ  
AUGUST 30, 2016  
STATISTICS

FINAL CUMULATIVE REPORT

RUN DATE:09/06/16 10:17 AM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
PRECINCTS COUNTED (OF 24)	24	100.00				
REGISTERED VOTERS - TOTAL	25,178					
REGISTERED VOTERS - REPUBLICAN	4,079	16.20				
REGISTERED VOTERS - DEMOCRATIC	12,568	49.92				
REGISTERED VOTERS - LIBERTARIAN	131	.52				
REGISTERED VOTERS - GREEN	36	.14				
REGISTERED VOTERS - OTHER	8,364					
BALLOTS CAST - TOTAL	6,443		1,486	937	169	3,851
BALLOTS CAST - REPUBLICAN	1,624	25.21	416	269	33	906
BALLOTS CAST - DEMOCRATIC	4,785	74.27	1,053	665	135	2,932
BALLOTS CAST - LIBERTARIAN	11	.17	1	1	0	9
BALLOTS CAST - GREEN	21	.33	14	2	1	4
BALLOTS CAST - NONPARTISAN	2	.03	2	0	0	0
BALLOTS CAST - BLANK	12	.19	8	0	1	3
VOTER TURNOUT - TOTAL		25.59				
VOTER TURNOUT - REPUBLICAN		39.81				
VOTER TURNOUT - DEMOCRATIC		38.07				
VOTER TURNOUT - LIBERTARIAN		8.40				
VOTER TURNOUT - GREEN		58.33				
VOTER TURNOUT - BLANK		.05				

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
<b>United States Senator</b>						
(VOTE FOR) 1						
MCCAIN, JOHN . . . . .	851		217	129	19	486
MELUSKEY, ALEX. . . . .	89		25	11	0	53
VAN STEENWYK, CLAIR . . . . .	70		18	15	2	35
WARD, KELLI. . . . .	577		149	102	12	314
WRITE-IN. . . . .	4		0	3	0	1
Total . . . . .	1,591		409	260	33	889
<b>U.S. Rep in Congress Dist. 3</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	93		32	19	2	40
Total . . . . .	93		32	19	2	40
<b>State Senator Dist. 2</b>						
(VOTE FOR) 1						
KAIS, SHELLEY . . . . .	1,231		314	201	21	695
WRITE-IN. . . . .	11		2	6	0	3
Total . . . . .	1,242		316	207	21	698
<b>State Representative Dist. 2</b>						
(VOTE FOR) 2						
ACKERLEY, JOHN CHRISTOPHER. . . . .	1,195		309	196	21	669
WRITE-IN. . . . .	42		15	7	1	19
Total . . . . .	1,237		324	203	22	688
<b>Corporation Commissioner</b>						
(VOTE FOR) 3						
BURNS, ROBERT "BOB" . . . . .	810		196	151	11	452
DUNN, BOYD . . . . .	538		117	85	12	324
GRAY, RICK . . . . .	590		186	99	9	296
MELVIN, AL . . . . .	606		173	111	11	311
TOBIN, ANDY. . . . .	690		157	110	12	411
WRITE-IN. . . . .	12		3	3	0	6
Total . . . . .	3,246		832	559	55	1,800
<b>Board of Supervisors Dist. 1 DISTRICT 1</b>						
(VOTE FOR) 1						
MELLENDEZ, MIKE. . . . .	149		37	19	4	89
WRITE-IN. . . . .	13		2	3	0	8
Total . . . . .	162		39	22	4	97
<b>Board of Supervisors Dist. 2 DISTRICT 2</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	14		4	2	0	8
Total . . . . .	14		4	2	0	8

SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
 SANTA CRUZ COUNTY, AZ  
 AUGUST 30, 2016  
 REPUBLICAN

FINAL CUMULATIVE REPORT

RUN DATE:09/06/16 10:17 AM

REPORT-EL45A PAGE 003

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
<b>Board of Supervisors Dist. 3 DISTRICT 3</b>						
(VOTE FOR) 1						
MARTINEZ, JOSE "MUCHO" . . . . .	659		177	117	9	356
WRITE-IN. . . . .	48		20	7	2	19
Total . . . . .	707		197	124	11	375
<b>County Attorney</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	94		27	15	2	50
Total . . . . .	94		27	15	2	50
<b>Sheriff</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	269		78	44	7	140
Total . . . . .	269		78	44	7	140
<b>County Treasurer</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	112		28	21	2	61
Total . . . . .	112		28	21	2	61
<b>County School Superintendent</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	87		21	14	2	50
Total . . . . .	87		21	14	2	50
<b>County Recorder</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	125		26	23	3	73
Total . . . . .	125		26	23	3	73
<b>County Assessor</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	66		14	10	1	41
Total . . . . .	66		14	10	1	41
<b>Judge of the Superior Court Div. 2</b>						
(VOTE FOR) 1						
WRITE-IN. . . . .	68		14	14	2	38
Total . . . . .	68		14	14	2	38

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
<b>United States Senator</b>						
(VOTE FOR) 1						
KIRKPATRICK, ANN . . . . .	3,866		803	538	102	2,423
WRITE-IN. . . . .	49		14	8	1	26
Total . . . . .	3,915		817	546	103	2,449
<b>U.S. Rep in Congress Dist. 3</b>						
(VOTE FOR) 1						
GRIJALVA, RAUL. . . . .	4,132		858	563	122	2,589
WRITE-IN. . . . .	52		19	8	1	24
Total . . . . .	4,184		877	571	123	2,613
<b>State Senator Dist. 2</b>						
(VOTE FOR) 1						
DALESSANDRO, ANDREA . . . . .	3,926		814	539	109	2,464
WRITE-IN. . . . .	39		9	8	1	21
Total . . . . .	3,965		823	547	110	2,485
<b>State Representative Dist. 2</b>						
(VOTE FOR) 2						
BAUMANN, AARON. . . . .	1,785		354	282	47	1,102
GABALDON, ROSANNA. . . . .	2,634		527	369	62	1,676
HERNANDEZ, DANIEL. . . . .	2,223		541	285	70	1,327
WRITE-IN. . . . .	15		4	4	0	7
Total . . . . .	6,657		1,426	940	179	4,112
<b>Corporation Commissioner</b>						
(VOTE FOR) 3						
CHABIN, TOM. . . . .	2,705		549	392	70	1,694
MUNDELL, WILLIAM "BILL". . . . .	2,871		616	382	83	1,790
WRITE-IN. . . . .	83		33	21	0	29
Total . . . . .	5,659		1,198	795	153	3,513
<b>Board of Supervisors Dist. 1 DISTRICT 1</b>						
(VOTE FOR) 1						
ACOSTA, JOE. . . . .	415		94	50	9	262
BACHELIER, GASTON. . . . .	495		118	59	27	291
RUIZ, MANUEL "MANNY". . . . .	735		189	85	24	437
WRITE-IN. . . . .	8		2	1	0	5
Total . . . . .	1,653		403	195	60	995
<b>Board of Supervisors Dist. 2 DISTRICT 2</b>						
(VOTE FOR) 1						
MOLERA, RUDY "BUGS" . . . . .	993		202	138	28	625
WRITE-IN. . . . .	29		10	5	1	13
Total . . . . .	1,022		212	143	29	638

SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
SANTA CRUZ COUNTY, AZ  
AUGUST 30, 2016  
DEMOCRATIC

FINAL CUMULATIVE REPORT

RUN DATE:09/06/16 10:17 AM

REPORT-EL45A PAGE 005

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
<b>Board of Supervisors Dist. 3 DISTRICT 3</b>						
<b>(VOTE FOR) 1</b>						
BRACKER, BRUCE. . . . .	871		190	125	18	538
GUZMAN, ALEX . . . . .	373		75	52	13	233
IBARRA, ANDREW. . . . .	95		21	12	2	60
LIVERS, JEWELL. . . . .	417		79	88	7	243
WRITE-IN. . . . .	20		8	2	0	10
Total . . . . .	1,776		373	279	40	1,084
<b>County Attorney</b>						
<b>(VOTE FOR) 1</b>						
SILVA, GEORGE . . . . .	3,859		804	519	111	2,425
WRITE-IN. . . . .	61		16	6	1	38
Total . . . . .	3,920		820	525	112	2,463
<b>Sheriff</b>						
<b>(VOTE FOR) 1</b>						
ESTRADA, TONY . . . . .	2,525		497	382	68	1,578
HATHAWAY, JAMES DAVID . . . . .	2,142		526	263	64	1,289
WRITE-IN. . . . .	5		1	1	0	3
Total . . . . .	4,672		1,024	646	132	2,870
<b>County Treasurer</b>						
<b>(VOTE FOR) 1</b>						
GARDNER GUTFAHR, LIZ. . . . .	3,301		723	475	84	2,019
KATAURA, JESUS. . . . .	1,150		247	144	47	712
WRITE-IN. . . . .	12		2	2	0	8
Total . . . . .	4,463		972	621	131	2,739
<b>County School Superintendent</b>						
<b>(VOTE FOR) 1</b>						
VELASQUEZ, ALFREDO I. . . . .	4,172		906	566	121	2,579
WRITE-IN. . . . .	27		2	8	0	17
Total . . . . .	4,199		908	574	121	2,596
<b>County Recorder</b>						
<b>(VOTE FOR) 1</b>						
ALVAREZ, DAVID. . . . .	1,247		335	189	34	689
SAINZ, SUZANNE "SUZIE" . . . . .	3,364		669	452	97	2,146
WRITE-IN. . . . .	7		2	0	0	5
Total . . . . .	4,618		1,006	641	131	2,840
<b>County Assessor</b>						
<b>(VOTE FOR) 1</b>						
FUENTES JR., FELIPE A. . . . .	3,916		841	540	116	2,419
WRITE-IN. . . . .	46		16	3	1	26
Total . . . . .	3,962		857	543	117	2,445

SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
SANTA CRUZ COUNTY, AZ  
AUGUST 30, 2016  
DEMOCRATIC

FINAL CUMULATIVE REPORT

RUN DATE:09/06/16 10:17 AM

REPORT-EL45A PAGE 006

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
Judge of the Superior Court Div. 2 (VOTE FOR) 1						
MONTOYA-PAEZ, ANNA . . . . .	4,018		853	554	118	2,493
WRITE-IN. . . . .	48		14	3	1	30
Total . . . . .	4,066		867	557	119	2,523

SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
 SANTA CRUZ COUNTY, AZ  
 AUGUST 30, 2016  
 LIBERTARIAN

FINAL CUMULATIVE REPORT

RUN DATE:09/06/16 10:17 AM

REPORT-EL45A PAGE 007

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
United States Senator						
(VOTE FOR) 1						
WRITE-IN. . . . .	6		0	1	0	5
Total . . . . .	6		0	1	0	5
U.S. Rep in Congress Dist. 3						
(VOTE FOR) 1						
WRITE-IN. . . . .	6		1	1	0	4
Total . . . . .	6		1	1	0	4
State Senator Dist. 2						
(VOTE FOR) 1						
WRITE-IN. . . . .	5		0	1	0	4
Total . . . . .	5		0	1	0	4
State Representative Dist. 2						
(VOTE FOR) 2						
WRITE-IN. . . . .	8		0	2	0	6
Total . . . . .	8		0	2	0	6
Corporation Commissioner						
(VOTE FOR) 3						
WRITE-IN. . . . .	15		2	3	0	10
Total . . . . .	15		2	3	0	10

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
United States Senator						
(VOTE FOR) 1						
WRITE-IN. . . . .	8		5	2	0	1
Total . . . . .	8		5	2	0	1
U.S. Rep in Congress Dist. 3						
(VOTE FOR) 1						
WRITE-IN. . . . .	8		5	2	0	1
Total . . . . .	8		5	2	0	1
State Senator Dist. 2						
(VOTE FOR) 1						
WRITE-IN. . . . .	9		4	1	0	4
Total . . . . .	9		4	1	0	4
State Representative Dist. 2						
(VOTE FOR) 2						
WRITE-IN. . . . .	14		5	3	0	6
Total . . . . .	14		5	3	0	6
Corporation Commissioner						
(VOTE FOR) 3						
WRITE-IN. . . . .	14		6	3	0	5
Total . . . . .	14		6	3	0	5

	TOTAL VOTES	%	ELEC DAY	EARLY	PROV	200 EARLY
Council Member - City of Nogales						
(VOTE FOR) 3						
HANESSIAN, NUBAR . . . . .	1,031		230	128	35	638
MALDONADO, JORGE . . . . .	1,178		279	139	46	714
OLGUIN, J. HENRY . . . . .	748		184	102	26	436
RUSHTON, LINDA J. . . . .	1,050		231	138	22	659
VARONA JR., MARCELINO . . . . .	1,089		258	116	25	690
WRITE-IN. . . . .	18		4	3	0	11
Total . . . . .	5,114		1,186	626	154	3,148

# Fireworks Productions of Arizona

August 8, 2016

Santa Cruz Sheriff's Department  
Tony Estrada, Sheriff  
1250 N. Hohokam Drive  
Nogales, AZ 85621

Mr. Estrada,

Enclosed is the permit request for a fireworks display at Santa Cruz County Fair scheduled for September 17, 2016. The fireworks will begin at approximately 9:00pm and will last 10 - 12 minutes.

Once the permit has been approved please send a copy to:  
Fireworks Productions of Arizona  
Attn: Sarah Harris  
17034 S. 54<sup>th</sup> Street  
Chandler, AZ. 85226  
480-423-5430 fax

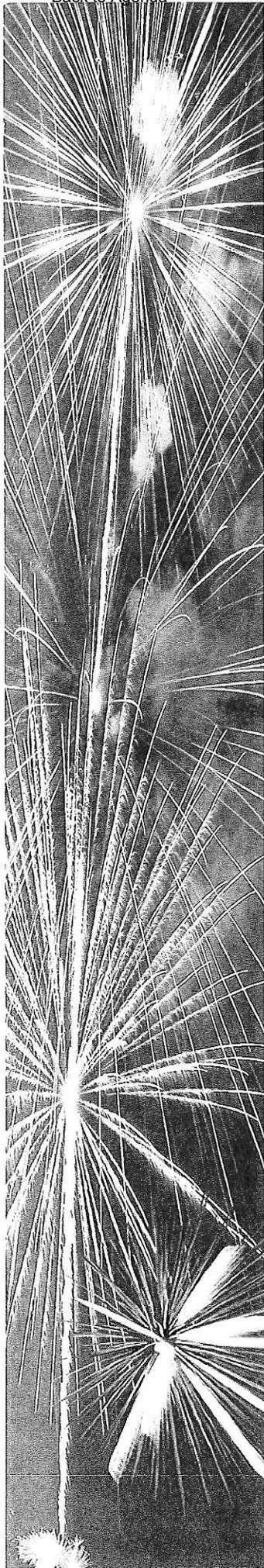
If you have any questions regarding the show or need any additional information please do not hesitate to contact me at the number listed below or via email ([sarah@fireworksaz.com](mailto:sarah@fireworksaz.com)). Thank you.

Pyrotechnically Yours,



Sarah Harris  
Pyro Office Manager  
Pyrotechnician

Encl: Permit Request



APPLICATION FOR FIREWORKS DISPLAY

To: SANTA CRUZ COUNTY BOARD OF SUPERVISORS:

Application is hereby made for the granting of a permit to  
conduct supervised fireworks display on September 17, 2016 (Date)  
at Santa Cruz County Fair, 3142 State Hwy 83, Sonoita AZ 85637  
(name of organization) (address)

Applicant states that Fireworks Productions of Arizona  
will be in charge of this display and responsible for the acts performed  
hereby; and Fireworks Productions of AZ states that he is a qualified  
and competent person to direct this display in such a manner that it will not  
be hazardous to property or endanger any person.

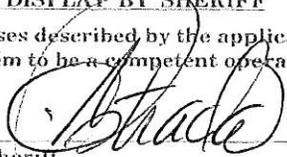
Sarah Harris  
Director of Display

Jennifer Rinaldi  
Person in charge of premises where  
display is located.

\*\*\*\*\*

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and  
found them to be satisfactory and found him to be a competent operator.

  
\_\_\_\_\_  
Sheriff

\*\*\*\*\*

PERMIT FOR FIREWORKS DISPLAY

The application of the \_\_\_\_\_  
having been filled with the undersigned Board of Supervisors, pursuant to  
Section 36-1603, Arizona Revised Statutes, 1956, together with proper bond  
as provided by law and same having been approved by the Sheriff:

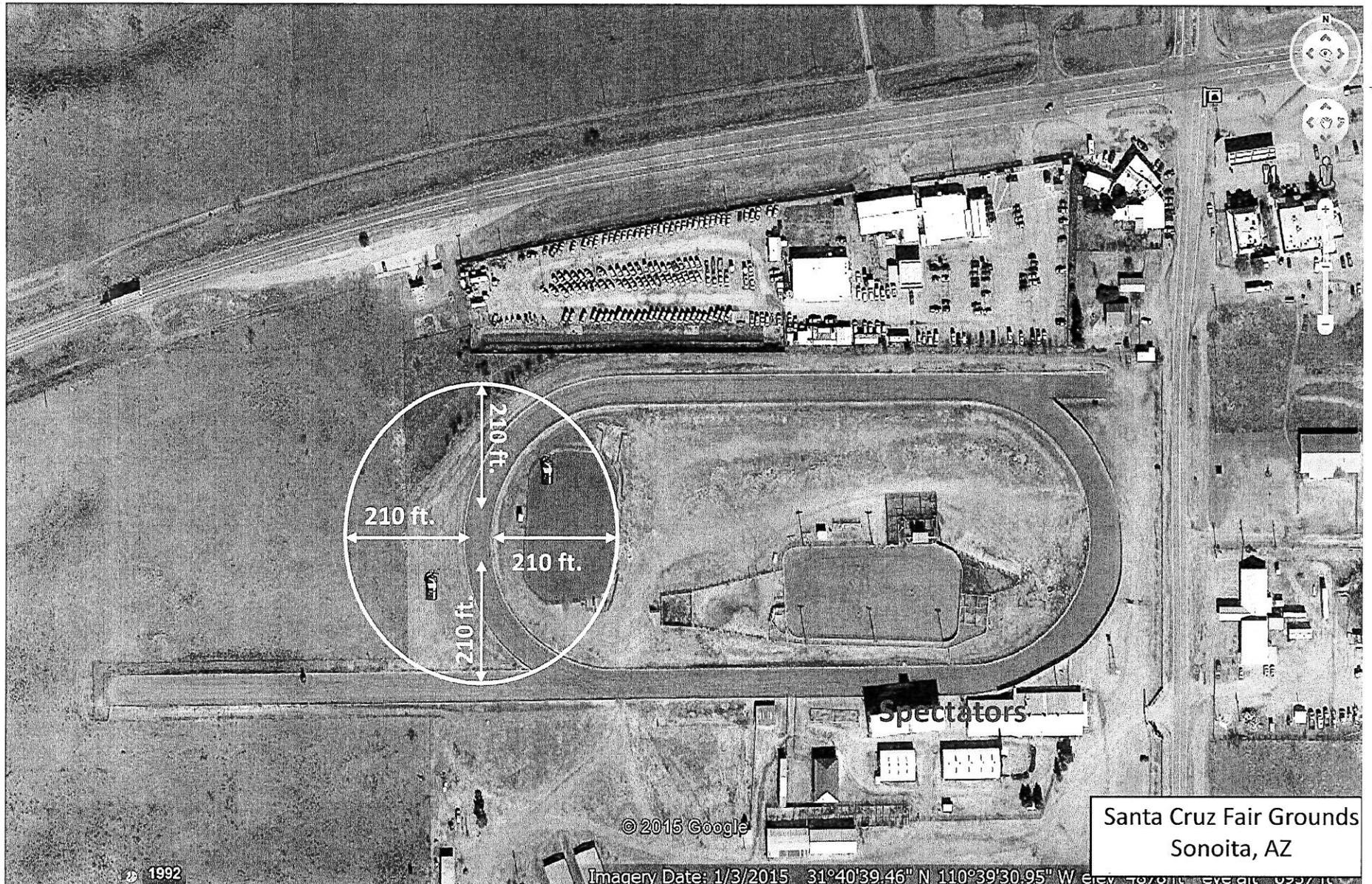
Permission is herefore and hereby granted to \_\_\_\_\_  
to conduct a fireworks display at \_\_\_\_\_  
(name of organization) (address)

AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display  
be given not later than one week from date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_



Site Map

Maximum Shell Size: **3" Shells**

Fireworks Productions of Arizona

480-948-0090

info@fireworksaz.com

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## FIREWORKS DISPLAY BOND

Bond No. AZ 423911

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto SANTA CRUZ COUNTY

State of Arizona  
in the sum of One Thousand Dollars DOLLARS (\$\$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD

to execute a surety bond in the amount of One Thousand Dollars Dollars (\$ \$1,000.00 ) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

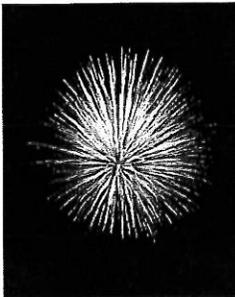
NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of SANTA CRUZ County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. June 2, 2016 to 12:01 A.M. June 2, 2017 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 1st day of April, 2016.

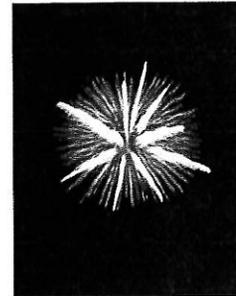
FIREWORKS PRODUCTIONS OF ARIZONA LTD  
Principal

MERCHANTS BONDING COMPANY (MUTUAL)  
By [Signature]  
Attorney-in-fact San Lengeling

EXHIBIT A



**SANTA CRUZ COUNTY FAIR  
101 Year Anniversary  
Saturday, September 17, 2016**



10 – 12 minutes

Total Aerial Effects 1,463

Total Shells 263

Total Effects in Basins 1,200

**Opening:**

*Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.*

7 - 3" Titanium Salutes

**Aerial Display:**

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of 200 aerial shells and 1,200 Basin effects.

1 ½" - 8 FPA Premier Specialty Basins

3" - 200 Chinese Fancy's & Specials

**Grande Finale:**

*Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.*

Your Grande Finale consists of 56 aerial shells:

Your Grande Finale: 56 - 3" shells.



# Fireworks Productions of Arizona

August 18, 2016

Santa Cruz Sheriff's Department  
Tony Estrada, Sheriff  
1250 N. Hohokam Drive  
Nogales, AZ 85621

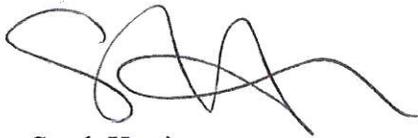
Mr. Estrada,

Enclosed is the permit request for a fireworks display at Tubac Golf Resort scheduled for October 15, 2016. The fireworks will begin at approximately 9:00pm and will last 3 - 4 minutes.

Once the permit has been approved please send a copy to:  
Fireworks Productions of Arizona  
Attn: Sarah Harris  
17034 S. 54<sup>th</sup> Street  
Chandler, AZ. 85226  
480-423-5430 fax

If you have any questions regarding the show or need any additional information please do not hesitate to contact me at the number listed below or via email ([sarah@fireworksaz.com](mailto:sarah@fireworksaz.com)). Thank you.

Pyrotechnically Yours,



Sarah Harris  
Pyro Office Manager  
Pyrotechnician

Encl: Permit Request



APPLICATION FOR FIREWORKS DISPLAY

To: SANTA CRUZ COUNTY BOARD OF SUPERVISORS:

Application is hereby made for the granting of a permit to  
conduct supervised fireworks display on October 15, 2016 (Date)  
at Tubac Golf Resort One Otero Road; Tubac, AZ 85646  
(name of organization) (address)

Applicant states that Fireworks Productions of Arizona  
will be in charge of this display and responsible for the acts performed  
hereby; and Fireworks Productions of AZ states that he is a qualified  
and competent person to direct this display in such a manner that it will not  
be hazardous to property or endanger any person.

Sarah Harris  
Director of Display

Debi Crossland  
Person in charge of premises where  
display is located.

\*\*\*\*\*

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and  
found them to be satisfactory and found him to be a competent operator.

Sheriff

\*\*\*\*\*

PERMIT FOR FIREWORKS DISPLAY

The application of the \_\_\_\_\_  
having been filled with the undersigned Board of Supervisors, pursuant to  
Section 36-1603, Arizona Revised Statutes, 1956, together with proper bond  
as provided by law and same having been approved by the Sheriff:

Permission is herefore and hereby granted to \_\_\_\_\_  
\_\_\_\_\_ to conduct a fireworks display at \_\_\_\_\_  
(name of organization) (address)

AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display  
be given not later than one week from date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## FIREWORKS DISPLAY BOND

Bond No. AZ 423911

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto SANTA CRUZ COUNTY

State of Arizona  
in the sum of One Thousand Dollars DOLLARS (\$\$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD

to execute a surety bond in the amount of One Thousand Dollars Dollars (\$ \$1,000.00 ) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of SANTA CRUZ County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. June 2, 2016 to 12:01 A.M. June 2, 2017 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 1st day of April, 2016.

FIREWORKS PRODUCTIONS OF ARIZONA LTD  
Principal

MERCHANTS BONDING COMPANY (MUTUAL)  
By [Signature]  
Attorney-in-fact Dan Lengeling

Tubac Golf Resort Silver Package w/gerbs Fireworks Celebration



**TUBAC GOLF RESORT  
The Clayton-Formica Wedding**

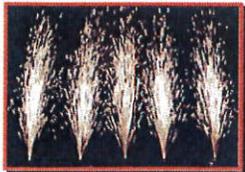
Saturday, October 15, 2016

3 – 4 Minute Show

Total Aerial Effects 250



Total Shells 100 Total Effects in Basins 150



Silver Gerbs

A shower of beautiful, fiery sparks, rising up in unison, creating a spectacular exclamation to the moment.

10 – 20 ft. x 20 sec. Silver Gerbs (Fountains)

Opening:

*Your show begins with a beautiful burst of fiery color to excite and thrill your guests.*

7 - 3" Chinese Fancies Color Shells

Aerial Display:

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Waves, Peonies, and Diadems in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of 72 aerial shells and 150 basin effects.

1 ½" - 1 FPA Premier Specialty Basins

3" - **72** Chinese Fancy's & Specials

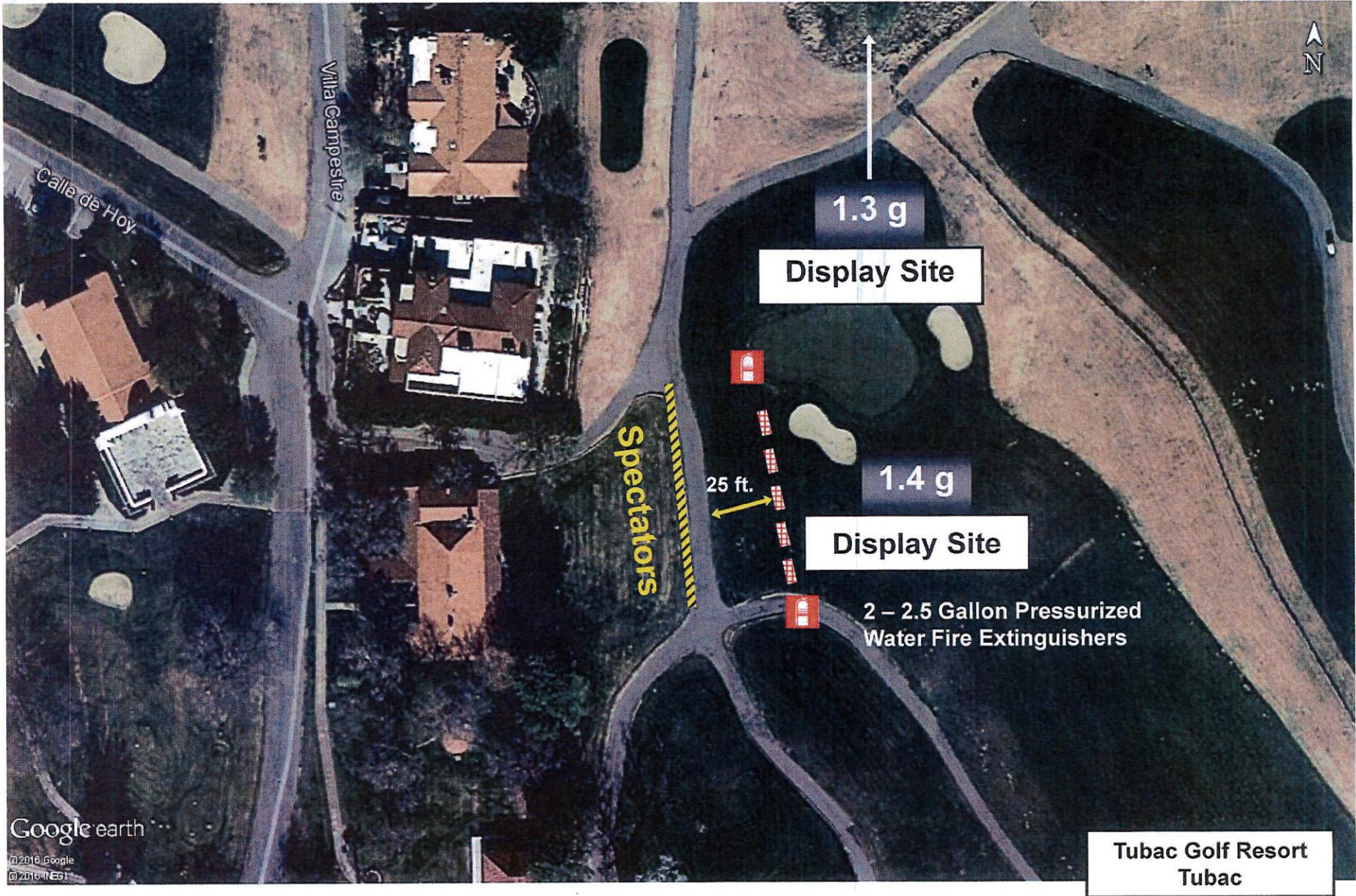
GRANDE FINALE:

*Your guests' celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.*

Your Grande Finale consists of 21 aerial shells:

Your Grande Finale: 21 - 3" shells.





**Site Map**

**1.4G Close Proximity Display - Gerbs**

Fireworks Productions of Arizona

480-948-0090

info@fireworksaz.com



Tubac Golf Resort  
Tubac, AZ

Site Map

Maximum Shell Size: **3" Shells**

Fireworks Productions of Arizona

480-948-0090

info@fireworksaz.com



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*
\*\*Notice: Allow 30-45 days to process permanent change of premise\*\*

[X] Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Increase size of premises ADDING 538 SQ FT

[ ] Temporary change (No Fee) for date(s) of: \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ list specific purpose for change:

1. Licensee's Name: MORSE THERESA JUNE License#: 12123110
2. Mailing address: P.O. BOX 4002 TUBAC ARIZONA 85646
3. Business Name: ITALIAN PEASANT
4. Business Address: 50 AVENIDA GOYA #A TUBAC ARIZONA 85646
5. Email Address: TJMORSE1208@Q.COM
6. Business Phone Number: (520)398-2668 Contact Phone Number: 480-353-8035

7. Is extension of premises/patio complete?
[ ] N/A [X] Yes [ ] No If no, what is your estimated completion date? \_\_\_/\_\_\_/\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?
[X] Yes [ ] No

9. Does this extension bring your premises within 300 feet of a church or school?
[ ] Yes [X] No

10. Have you received approved Liquor Law Training?
[X] Yes [ ] No

11. What security precautions will be taken to prevent liquor violations in the extended area?
EMPLOYEES WILL MONITOR THIS AREA IN ADDITION TO THE EXISTING PREMISES

12. IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

\_\_\_\_\_

\_\_\_\_\_

Approval  Disapproval by **DLLC**: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Notary**

I, (Print Full Name) **THERESA JUNE MORSE**, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Theresa June Morse* Controlling Person / Agent State of AZ County of MARICOPA  
 the foregoing instrument was acknowledged before me this

19 of AUGUST 2014  
 Day Month Year

My commission expires on: \_\_\_\_\_



*Debbie Wunderly*  
 Signature of NOTARY PUBLIC

**GOVERNING BOARD**

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

**This change in premises is recommended by the local Board of Supervisors, City Council or Designate:**

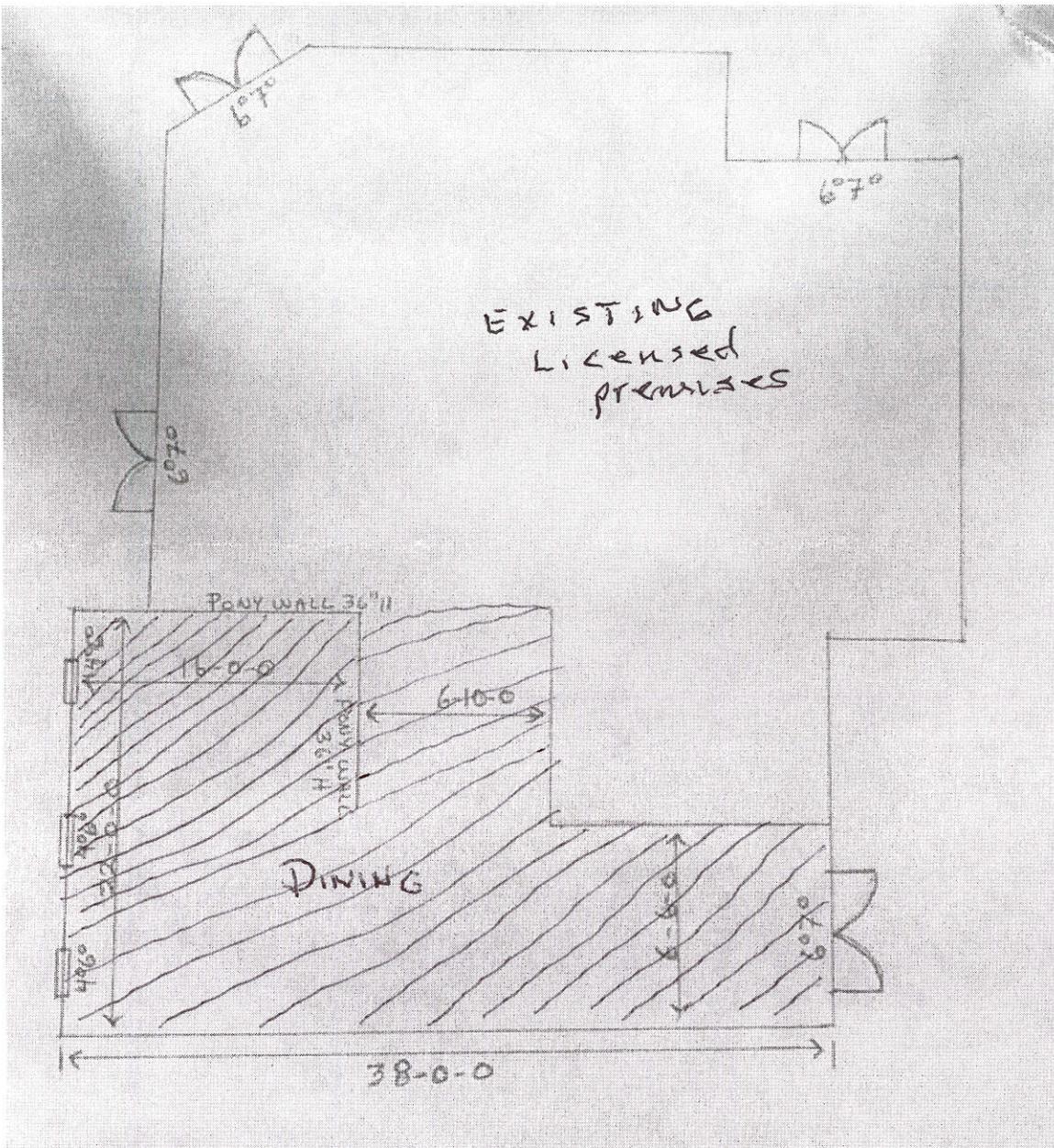
\_\_\_\_\_

Authorized Signature Title Agency Date

**DLLC USE ONLY**

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



LEGEND

/// = EXTENSION - NEW AREA

2,550 SQFT



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

16 APR 3 10:11 AM 2016

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

1. Type of License: SERIES 10 LICENSE # 10123072

SECTION 4 Applicants

1. Individual Owner/Agent's Name: CUPO WILLIAM FRANCIS
2. Owner Name: ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC
3. Business Name: LAKESIDE MARKET
4. Business Location Address: 423 LAKE PATAGONIA RD PATAGONIA AZ 85624 SANTA CRUZ
5. Mailing Address: 610 SMITHFIELD ST., STE 300 PITTSBURGH PA 15222
6. Business Phone: (520) 287-5545 Daytime Contact Phone: (623) 764-5555
7. Email Address: Cupo-Bill@Aramark.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
If yes, what City, Town or Tribal Reservation is this Business located in: SANTA CRUZ COUNTY

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$

Fees: Application 100.00 Interim Permit 100.00 Department Use Only Site Inspection 66.00 Finger Prints 200.00 Total of All Fees \$ 266.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: JB Date: 08-02-16 License # 10123072

16 JUN 8 Lyr. Dept PM 2 31

15 OCT 21 Lyr. Dept AM 9 55



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

16 JUL 8 Lyr. Dept AM 10 52

16 MAY 3 Lyr. Dept AM 10 47

Application for Liquor License
Type or Print with Black Ink

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- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

1. Type of License:

#3

LICENSE #

03123005

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name:

Bryant Laura Ann P1076541
Last First Middle

2. Owner Name:

Route 82 Brew-Pub L.L.C. 81057019
(Ownership name for type of ownership checked on section 2)

3. Business Name:

Route 82 Brew-Pub 61009198
(Exactly as it appears on the exterior of premises)

4. Business Location Address:

3270 Highway 82 Sonora Arizona 85637 Santa Cruz
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address:

P.O. Box 433 Patagonia AZ 85624
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone:

520-255-4554 Daytime Contact Phone: 520-255-4554

7. Email Address:

Laura\_bryant9977@yahoo.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$

Fees: 100.00 Application Interim Permit Department Use Only 60.00 Site Inspection Finger Prints 166.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No
Accepted by: SE Date: 7/12/16 License # 03123005



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

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New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

45 JUL 15 04 PM '16

SECTION 3 Type of license

1. Type of License: SERIES 12 RESTAURANT LICENSE # 12123147

SECTION 4 Applicants

- Individual Owner/Agent's Name: HERRERA JUAN ALBERTO
Owner Name: PIZZA E VINO LLC
Business Name: PIZZA E VINO
Business Location Address: 1060 YAVAPAI DR #5 RIO RICO AZ 85648 SANTA CRUZ
Mailing Address: 1060 YAVAPAI DR #5 RIO RICO AZ 85648
Business Phone: 520-761-3999 Daytime Contact Phone: 602-733-2217
Email Address: barbas2712@gmail.com
Is the Business located within the incorporated limits of the above city or town? No
Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? No
Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$

Fees: Application 100 Interim Permit 50 Site Inspection 44 Finger Prints 44 Total of All Fees 194
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: M.S. Date: 07/15/2016 License # 12123147



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

16 JUL 6 14 PM 2016

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

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- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
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Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

1. Type of License: 06 LICENSE # 06123000

SECTION 4 Applicants

- Individual Owner/Agent's Name: Giancaspro Linda Susan
Owner Name: Rio Rico ventures LLC
Business Name: Y'ALL COME BACK SALOON
Business Location Address: 1105 Circulo Mercado Rio Rico AZ 85648 Santa Cruz
Mailing Address: 1105 Circulo Mercado Rio Rico AZ 85648
Business Phone: 520 761-3730 Daytime Contact Phone: 520 761-3730
Email Address: AZmexplastics@aol.com
Is the Business located within the incorporated limits of the above city or town? No
Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? No
Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$ 48,000

Fees: Application 100.00, Interim Permit 100.00, Department Use Only Site Inspection 66.00, Finger Prints 66.00, Total of All Fees 266.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: JB Date: 07-06-16 License # 06123000

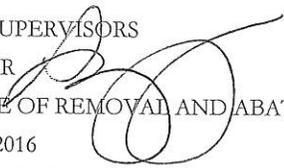
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INTEROFFICE MEMORANDUM

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**TO:** BOARD OF SUPERVISORS  
**FROM:** LIZ GUTFAHR   
**SUBJECT:** CERTIFICATE OF REMOVAL AND ABATEMENT OF TAXES AND/OR PENALTY  
**DATE:** AUGUST 29, 2016  
**CC:** JENNIFER ST. JOHN

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**Recommendation:**

Staff recommends that the Board approve Certificate of Removal and Abatement of Taxes and/or Penalty for Parcel Number 105-22-145.

**Background:**

Double assessed. Historic Parcel re-activated.

The total amount to be abated is \$20,271.36

**Proposed Motion:**

Move to approve the Certificate of Removal and Abatement of Taxes and/or Penalty.

LIZ GUTFAHR  
Treasurer

MARIA ACUÑA  
Chief Deputy

# County Treasurer Santa Cruz County

P.O. Box 1150  
Nogales, Arizona 85628  
Tel. (520) 375-7980  
Extension 7967  
TDD (520) 761-7816

Chairman Board of Supervisors  
Santa Cruz County  
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353---Treasurer's Motion for Abatement of Back Taxes  
And Penalties due:

For: DEXTER REAL ESTATE INC

### Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property: A PORTION OF LAND IN THE NE4 SE4 OF SEC 31 T23S  
R14E AKA: LOT 1F-B

Tax Identification Number or Parcel Number 105-22-145 \_\_\_\_\_

Tax Year(s):1997 Taxes 2013 taxes thru 2015 taxes Amount of Tax: \$10,893.94 Penalty  
\$8,962.50 Fees 414.92

Reason for the motion to abate taxes: Double assessed. Historic parcel re-activated

The amount of \$10,893.94 in taxes and: \$9,377.42 for penalty  
Shall forever be abated for the tax year(s) 1997, 2013 thru 2015 and is  
final and effective.

\_\_\_\_\_  
Chairman, Board of Supervisors  
Date \_\_\_\_\_

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor,  
State of Arizona dated on \_\_\_\_\_.



