



## **Contract No. 222865 - 01**

**On-Call Architect Services**

**BWS Architects**

**261 N. Court Avenue**

**Tucson, AZ 85701**

**Phone: 520.795.2705**

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## 1. Offer and Acceptance

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

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

For clarification, contact:

BWS Architects, Inc.  
Company Name

Name: Robin Shambach

261 N. Court Avenue  
Address

Phone: 520-795-2705

Tucson, Arizona 85701  
City State Zip

Fax: N/A

  
Signature of Person Authorized to Sign

E-mail rshambach@bwsarchitects.com

Robin Shambach  
Printed Name

Principal  
Title

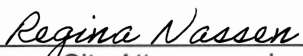
### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 222865-01

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This 27<sup>th</sup> day of February 2023

 for  
As Tucson City Attorney and not personally

Awarded:

This 23<sup>rd</sup> day of February 2023

  
As Director of Business Services and not personally



BURNS-1

OP ID: K2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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 have ADDITIONAL INSURED provisions or 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> Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick	<b>602-264-5533</b>	<b>CONTACT NAME:</b> Kenneth Apte <b>PHONE (A/C, No, Ext):</b> 602-264-5533 <b>FAX (A/C, No):</b> 602-279-9336 <b>E-MAIL ADDRESS:</b> kenneth.apte@stuckeyinsurance.com
<b>INSURED</b> Burns Wald-Hopkins Shambach Architects Inc. 261 N. Court Avenue Tucson, AZ 85701		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company <b>INSURER B:</b> Travelers Indemnity Company <b>INSURER C:</b> Hartford Ins Co of the Midwest <b>INSURER D:</b> Hartford Fire Ins Co <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 25658 25658 37478 19682

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6804P347936	12/23/2022	12/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6804P347936	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP4P486266	12/23/2022	12/23/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	59WEGTU4553	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 Liab			59 OHO402160-22	09/01/2022	09/01/2023	Per Claim 3,000,000 Aggregate 3,000,000

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

Professional Liability - Claims Made - Full Prior Acts  
RE: RFQ 222865-01, On-Call Architect Services  
City of Tucson and its agents, officials their employees shall be named as additional insured's with respect to general and auto liability. The general liability insurance afforded the contractor shall be primary insurance and

## CERTIFICATE HOLDER

## CANCELLATION

<b>CZTUC-2</b>  City of Tucson Business Services - Procurement 255 W Alameda, 6th Floor Tucson, AZ 85726-7210	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 <i>Mary Lodwick</i>
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**NOTEPAD:**

HOLDER CODE

**CZTUC-2****BURNS-1**

PAGE 2

INSURED'S NAME

**Burns Wald-Hopkins Shambach****OP ID: K2**Date **02/06/2023**

that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory. A waiver of subrogation endorsement is provided in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation). (30) day written notice of cancellation is provided.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. 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 applies 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS**

**Policy Number:** 59 WEG TU4553

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** BURNS & WALD-HOPKINS ARCHITECTS INC

261 N COURT AVENUE

TUCSON AZ 85701

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

**D. We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

**E. We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

#### 5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 6. Voluntary Compensation Insurance

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### **B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### **F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

#### **7. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury  
by Accident**      **\$500,000 Each Accident**

**Bodily Injury  
by Disease**      **\$500,000 Policy Limit**

**Bodily Injury  
by Disease**      **\$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.



### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

AZ

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

#### **COVERAGE**

Hired Auto Liability

#### **ADDITIONAL PREMIUM**

\$ **INCLUDED**

Nonowned Auto Liability

\$ **INCLUDED**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### **PROVISIONS**

#### **A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### **B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f. and i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
  - (1) Any fellow "employee" of the insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
  - (1) Property owned or being transported by, or rented or loaned to the insured; or
  - (2) Property in the care, custody or control of the insured.

#### **C. WHO IS AN INSURED**

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".



BURNS-1

OP ID: K2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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 have ADDITIONAL INSURED provisions or 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> Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		602-264-5533		<b>CONTACT NAME:</b> Kenneth Apte <b>PHONE (A/C, No, Ext):</b> 602-264-5533 <b>FAX (A/C, No):</b> 602-279-9336 <b>E-MAIL ADDRESS:</b> kenneth.apte@stuckeyinsurance.com	
<b>INSURED</b> Burns Wald-Hopkins Shambach Architects Inc. 261 N. Court Avenue Tucson, AZ 85701				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>NAIC #</b>	
		<b>INSURER A :</b> Travelers Indemnity Company		25658	
		<b>INSURER B :</b> Travelers Indemnity Company		25658	
		<b>INSURER C :</b> Hartford Ins Co of the Midwest		37478	
		<b>INSURER D :</b> Hartford Fire Ins Co		19682	
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6804P347936	12/23/2022	12/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6804P347936	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP4P486266	12/23/2022	12/23/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	59WEGTU4553	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liab</b>			59 OHO402160-22	09/01/2022	09/01/2023	Per Claim 3,000,000 Aggregate 3,000,000

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

**Professional Liability - Claims Made - Full Prior Acts**  
**RE: RFQ 222865-01, On-Call Architect Services**  
City of Tucson and its agents, officials their employees shall be named as additional insured's with respect to general and auto liability. The general liability insurance afforded the contractor shall be primary insurance and

## CERTIFICATE HOLDER

## CANCELLATION

<b>CZTUC-2</b>  City of Tucson Business Services - Procurement 255 W Alameda, 6th Floor Tucson, AZ 85726-7210	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 <i>Mary Lodwick</i>

**NOTEPAD:**

HOLDER CODE

**CZTUC-2****BURNS-1**

PAGE 2

INSURED'S NAME

**Burns Wald-Hopkins Shambach****OP ID: K2**Date **02/06/2023**

that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory. A waiver of subrogation endorsement is provided in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation). (30) day written notice of cancellation is provided.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS**

**Policy Number:** 59 WEG TU4553

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** BURNS & WALD-HOPKINS ARCHITECTS INC

261 N COURT AVENUE

TUCSON AZ 85701

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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Wyoming			

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

**D. We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

**E. We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

#### 5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 6. Voluntary Compensation Insurance

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### **B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### **F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

#### **7. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.



## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury  
by Accident**      **\$500,000 Each Accident**

**Bodily Injury  
by Disease**      **\$500,000 Policy Limit**

**Bodily Injury  
by Disease**      **\$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

AZ

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

#### **COVERAGE**

Hired Auto Liability

#### **ADDITIONAL PREMIUM**

\$ **INCLUDED**

Nonowned Auto Liability

\$ **INCLUDED**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### **PROVISIONS**

#### **A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### **B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f. and i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
  - (1) Any fellow "employee" of the insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
  - (1) Property owned or being transported by, or rented or loaned to the insured; or
  - (2) Property in the care, custody or control of the insured.

#### **C. WHO IS AN INSURED**

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. 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 applies 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



## 2. BWS Architects Response to Intent to Negotiate Request



## FEE ESTIMATE SUMMARY

DATE: 9/20/2022

PROJECT: On-Call Architect Services

PREPARED BY: BWS Architects

CONTRACT NUMBER 222865

EFFECTIVE DATE \_\_\_\_\_

PRIME CONTRACTOR \_\_\_\_\_

CONTRACT TIME \_\_\_\_\_

CONTRACT TYPE \_\_\_\_\_

Item No.	Firm	Discipline	Direct Labor Rate	Overhead <u>150</u> %	Profit 10%	Billing Rate
1	BWS Architects	Principal	\$67.00	\$167.50	\$16.75	\$184.25
2	BWS Architects	Project Manager	\$55.00	\$137.50	\$13.75	\$151.25
3	BWS Architects	Senior A/E	\$42.00	\$105.00	\$10.50	\$115.50
4	BWS Architects	A/E	\$37.00	\$92.50	\$9.25	\$101.75
5	BWS Architects	Prof Level III	\$40.00	\$100.00	\$10.00	\$110.00
6	BWS Architects	Prof Level I	\$31.20	\$78.00	\$7.80	\$85.80
7	BWS Architects	Clerical/Admin	\$20.00	\$50.00	\$5.00	\$55.00

### Formulas

(A) Direct Labor Rate

(B) Overhead @ 150 % X (A)

(C) Profit @ 10 % X (A + B)

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

PROJECT: **On-Call Architect Services**

DATE 9/26/2022

PREPARED BY: **Fernando Galvez, P.E, RCDD**

CONTRACT NUMBER 222865

EFFECTIVE DATE Sept 2022

PRIME CONTRACTOR BWS Architects

ITEM NO.	Firm	Position	Direct Labor Rate (A)	Overhead (B) 163%	Profit (C) 10%	Billing Rate (D)
1	Monrad Engineering	Principal	71.5	116.55	18.8	206.85
2		Project Manager				
3		Senior A/E (Project Architect)				
4		A/E (Architect)				
5	Monrad Engineering	Designer	38.03	61.99	10.00	110.02
6	Monrad Engineering	CADD	33.00	53.79	8.68	95.47
7		Prof Level IV (Prin. Planner)				
8		Prof Level III (Sr Planner)				
9		Prof Level II (Planner)				
10		Prof Level I (Intern)				
11	Monrad Engineering	Administrative	26.00	42.38	6.84	75.22
12		Survey Crew-3 Man				
13		Survey Crew-2 Man				

### Formulas

(A) Direct Labor Rate

(B) Overhead @ 163 % X (A)

(C) Profit @ 10 % X (A + B)

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

## FEE ESTIMATE SUMMARY

DATE 9/20/2022  
PROJECT: On-Call Architect Services

PREPARED BY: Laura Mielcarek CONTRACT NUMBER 222865

EFFECTIVE DATE                      PRIME CONTRACTOR BWS Architects

CONTRACT TIME                      CONTRACT TYPE                     

ITEM NO.	FIRM	Discipline	Direct Labor Rate <u>N/A</u>	Overhead <u>N/A</u>	Profit <u>N/A</u>	UNIT (HOURLY) RATE
1	Wheat Design Group, Inc.	Project Manager	N/A	N/A	N/A	\$160.00
2	Wheat Design Group, Inc.	Senior A/E	N/A	N/A	N/A	\$138.00
3	Wheat Design Group, Inc.	Designer	N/A	N/A	N/A	\$102.00
4	Wheat Design Group, Inc.	CADD	N/A	N/A	N/A	\$95.00

### Formulas

(A) Direct Labor Rate

(B) Overhead @%X(A)

(C) Profit @X(A+B)

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

## FEE ESTIMATE SUMMARY

DATE: 9/15/2022

PROJECT: On-Call Architect Services

PREPARED BY: Schneider Structural Engineers

EFFECTIVE DATE: \_\_\_\_\_

CONTRACT TIME: \_\_\_\_\_

CONTRACT NUMBER: 222865

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT TYPE: \_\_\_\_\_

ITEM NO.	FIRM	DISCIPLINE	A	B	C	D
			DIRECT LABOR RATE	OVERHEAD @ 179%	PROFIT @ 10%	BILLING RATE
1	Schneider Structural Engineers	Principal	62.50	111.88	17.44	191.81
2	Schneider Structural Engineers	Project Manager	49.04	87.78	13.68	150.50
3	Schneider Structural Engineers	Senior A/E	44.71	80.03	12.47	137.21
4	Schneider Structural Engineers	A/E	33.65	60.23	9.39	103.27
5	Schneider Structural Engineers	Designer	35.10	62.83	9.79	107.72
6	Schneider Structural Engineers	CADD	27.40	49.05	7.64	84.09
7	Schneider Structural Engineers	Clerical/Admin	22.00	39.38	6.14	67.52

### Formulas

(A) Direct Labor Rate

(B) Overhead @ 179% x (A)

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

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

## FEE ESTIMATE SUMMARY

DATE: 9/21/2022

PROJECT: On-Call Architect Services

PREPARED BY: Linda Kay Mracek-Aviar Design CONTRACT NUMBER 222865

EFFECTIVE DATE 9/21/2022 PRIME CONTRACTOR BWS Architects

CONTRACT TIME \_\_\_\_\_ CONTRACT TYPE On call

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>150%</u>	Profit 10%	Billing Rat
1	Aviar Design	Principal	\$34.55	\$51.83	\$8.64	\$95.00
2	Aviar Design	Interior Designer	\$34.55	\$51.83	\$8.64	\$95.00
3	Aviar Design	Clerical/Admin	\$22.00	\$33.00	\$5.5	\$60.00
4						

### Formulas

(A) Direct Labor Rate

(B) Overhead @ 150 % X (A)

(C) Profit @ 10 % X (A + B)

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

**Perry Engineering, a Bowman company**  
**2022 Billing Rates**

Item	Classification / Title	Average Hourly Rate	Overhead (188.67%)	Profit (10%)	Total Hourly Rate
1	Principal	69.00	130.18	\$ 19.92	<b>\$ 219.10</b>
2	Professional Engineer	51.97	98.05	\$ 15.00	<b>\$ 165.02</b>
3	Registered Land Surveyor	47.24	89.13	\$ 13.64	<b>\$ 150.00</b>
4	Two-man Survey Crew	50.39	95.07	\$ 14.55	<b>\$ 160.01</b>
5	Three-man Survey Crew	61.41	115.86	\$ 17.73	<b>\$ 195.00</b>
6	Senior Designer	42.52	80.22	\$ 12.27	<b>\$ 135.02</b>
7	Designer	34.65	65.37	\$ 10.00	<b>\$ 110.03</b>
8	CADD Technician	29.92	56.45	\$ 8.64	<b>\$ 95.01</b>
9	Administrative	22.00	41.51	\$ 6.35	<b>\$ 69.86</b>

## FEE ESTIMATE SUMMARY

DATE: September 21, 2022

PROJECT: On-Call Architect Services

PREPARED BY: Fred F. Narcaroti CONTRACT NUMBER 222865

EFFECTIVE DATE \_\_\_\_\_ PRIME CONTRACTOR BWS Architects

CONTRACT TIME \_\_\_\_\_ CONTRACT TYPE \_\_\_\_\_

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 137 %	Profit 10 %	Billing Rate
1	Ninyo & Moore	Principal	\$69.00	\$94.53	\$16.35	\$179.88
2	Ninyo & Moore	Project Manager	\$58.00	\$79.46	\$13.75	\$151.21
3	Ninyo & Moore	Senior A/E	\$51.00	\$69.87	\$12.09	\$132.96
4	Ninyo & Moore	A/E	\$44.00	\$60.28	\$10.43	\$114.71
5	Ninyo & Moore	Prof Level III	\$50.00	\$68.50	\$11.85	\$130.55
6	Ninyo & Moore	Prof Level II	\$43.00	\$58.91	\$10.19	\$112.10
7	Ninyo & Moore	CADD	\$30.00	\$41.10	\$7.11	\$78.21
8	Ninyo & Moore	Prof Level I	\$31.20	\$42.74	\$7.39	\$81.33
9	Ninyo & Moore	Designer	\$31.51	\$43.17	\$7.47	\$82.15
10	Ninyo & Moore	Clerical/Admin	\$22.00	\$30.14	\$5.21	\$57.35

### Formulas

(A) Direct Labor Rate

(B) Overhead @ \_\_\_\_\_ % X (A)

(C) Profit @ \_\_\_\_\_ % X (A + B)

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



### 3. City's Intent to Negotiate Request





BUSINESS  
SERVICES  
DEPARTMENT

June 10, 2022

Sent this day via email

Robin Shambach, Principal  
BWS Architects  
261 N. Court Ave.  
Tucson AZ 85701  
Email: [rshambach@bwsarchitects.com](mailto:rshambach@bwsarchitects.com)  
Phone: (520) 795-2705

**RE: City of Tucson Request for Qualifications No. 222865 On-Call Architect Services**

Dear Robin Shambach:

Congratulations! The City of Tucson has completed the qualifications scoring for the above referenced project and is pleased to invite **BWS Architects** to enter contract negotiations. Should the City not be able to successfully negotiate with the top ranked firm(s), we may cease negotiations and enter negotiations with the next highest ranked firm.

I am enclosing a form for submission of proposed hourly rates for both your firm and any sub-consultants. To help the City effectively categorize and monitor consultant rates, fee summaries shall be completed using only those Discipline Categories listed on the enclosed sheets. We have also listed common titles that would fall into a particular discipline to help you complete the summary.

All proposed overhead percentages must be substantiated by an audit statement prepared in accordance with the Federal Acquisition Regulations Part 31. Should your firm or any subcontractors not have the required audits, you may submit a financial statement with the required components of overhead for the City's review.

Please submit your response via email to [Cynthia.Thompson@tucsonaz.gov](mailto:Cynthia.Thompson@tucsonaz.gov) **no later than 4:00 p.m. local AZ Time, Friday, June 17, 2022.** If you have any questions regarding this letter, please contact me via email or by telephone at (520) 837-4134.

Sincerely,

*Cynthia Thompson, CPPB*

Cynthia Thompson, NIGP-CPP, CPPB  
Principal Contract Officer

**BUSINESS SERVICES DEPARTMENT – PROCUREMENT**  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85725-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
[www.tucsonprocurement.com](http://www.tucsonprocurement.com)

## FEE ESTIMATE SUMMARY

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

PROJECT: On-Call Architect Services

PREPARED BY: \_\_\_\_\_ CONTRACT NUMBER: 222865

EFFECTIVE DATE \_\_\_\_\_ PRIME CONTRACTOR \_\_\_\_\_

CONTRACT TIME \_\_\_\_\_ CONTRACT TYPE \_\_\_\_\_

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead _____%	Profit _____%	Billing Rate
1						
2						
3						
4						

### Formulas

(A) Direct Labor Rate

(B) Overhead @ \_\_\_\_\_ % X (A)

(C) Profit @ \_\_\_\_\_ % X (A + B)

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

Use only the discipline categories listed here when completing the fee summaries for prime and sub-consultants.

<b>Discipline Category</b>	<b>RFQ 222865 On-Call Architect Services</b>
<b>Principal</b>	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
<b>Project Manager</b>	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
<b>Senior A/E</b>	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
<b>A/E</b>	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
<b>Designer</b>	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
<b>CADD</b>	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
<b>Prof Level IV</b>	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
<b>Prof Level III</b>	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
<b>Prof Level II</b>	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
<b>Prof Level I</b>	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
<b>Clerical/Admin</b>	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
<b>Survey Crew- 3 Man</b>	
<b>Survey Crew- 2 Man</b>	



## 4. BWS Architects Response to RFQ 222865

# STATEMENT OF QUALIFICATIONS



## CITY OF TUCSON ON-CALL ARCHITECT SERVICES

REQUEST FOR QUALIFICATIONS #222865

submitted by:

**bws**  
ARCHITECTS

261 N. COURT AVENUE  
TUCSON, ARIZONA 85701  
[WWW.BWSARCHITECTS.COM](http://WWW.BWSARCHITECTS.COM)

BWS Architects is an Architectural and Professional Design Firm that **Ignites Creativity in the Spaces Where People Learn, Lead and Discover** through Timeless, Responsive and Beautiful Design.

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**March 11, 2022**

**City of Tucson Business Services Department  
255 W. Alameda, 6th Floor  
Tucson, Arizona 85701  
ATTN: Cynthia Thompson, Contract Officer, NIGP-CPP, CPPB**

**RE: STATEMENT OF QUALIFICATIONS | ON-CALL ARCHITECT SERVICES | RFQ NO. 222865**

Dear Cynthia and Selection Committee Members:

BWS Architects is delighted to propose our firm for the City of Tucson's On-Call Architect Services. Our firm has been in business for over 30 years, and we have an impeccable record of completing projects on time and within budget. We understand the demands of as-needed contracts and we are dedicated to supporting the City of Tucson in the development of a wide range of possible projects, regardless of size, budget, or complexity, and will provide resources appropriate to each type of project. The longevity of our practice stems from extensive principal involvement throughout the life of our projects and our excellent reputation for creatively and affordably addressing our client's aesthetic and functional needs. With a proven track record of meeting the tightest schedules and budgets, we firmly believe that good design adds value to any project and can incorporate readily available materials to achieve extraordinary results without adding cost. We will stay with your project from start to finish, ensuring continuity and responsiveness while providing outstanding cost and schedule control.

BWS provides our clients throughout the State of Arizona with timely service, quality design, and efficient facilities. We have a long history of providing similar as-needed services for many repeat clients such as the City of Phoenix, Pima County, Maricopa County, Town of Safford, Town of Gilbert, Pima Community College, Maricopa Community College, Arizona State University, and The University of Arizona to name a few. We are nimble, efficient, and experienced in renovation and improvement projects. We have established our practice on the principles of visible, participatory leadership, collaboration, and honest communication. We care about our clients and our projects.

Our team consists of Principal and Project Manager Robin Shambach, who will be your primary contact, and Principals Frank Slingerland, who leads the design effort, and Principal Chris Pinkerton, who will lead the technical documentation, BIM approach, and construction administration processes. Our additional team members and consultants bring expertise in the delivery of as-needed services for public safety, healthcare, library, administrative, office, and many other public facility types. We understand the demands of as-needed contracts and we are dedicated to supporting the City of Tucson in the development of a wide range of possible projects. We are familiar not only with working on City of Tucson projects but also with working with similar agencies like OMNIA. We currently have contracts with 1GPA and Mohave Cooperative. We know the importance of being responsive to our clients and want to continue our valued relationship with the City of Tucson.

Thank you again for this opportunity. We hope you enjoy learning about our qualifications to serve as your architect and feel free to contact us if you have any questions. We also encourage you to visit our website at [www.bwsarchitects.com](http://www.bwsarchitects.com)

Sincerely,

**Robin Shambach** AIA LEED AP  
**PRINCIPAL + PROJECT MANAGER**  
rshambach@bwsarchitects.com  
520.631.2574

261 N. COURT AVENUE  
TUCSON, ARIZONA 85701  
TEL: 520.795.2705  
[WWW.BWSARCHITECTS.COM](http://WWW.BWSARCHITECTS.COM)



# 01 TEAM EXPERIENCE AND QUALIFICATIONS

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**BWS ARCHITECTS DESIGN STUDIO**  
HISTORIC EL PRESIDIO NEIGHBORHOOD  
DOWNTOWN TUCSON



## **A. PROJECT TEAM EXPERIENCE + QUALIFICATIONS**

Established in 1992, our firm provides professional design services that result in timeless, responsive, and beautiful projects. Too often, our public spaces are designed to be only practical. Unfortunately, this approach neglects to bring the energy and creativity that enriches our lives, builds community pride, and solves important functional needs. Every space should be a reflection of the vision and priorities of the community to which it belongs.

### **Project Team**

Each of our proposed team members is committed to producing high-quality work with professionalism that will result in a well-built, well-designed response to the project goals. From project inception through contract administration, our goal is to provide knowledgeable, friendly service that responds to your needs and accommodates your schedule.

Due to the nature of On-Call Contracts, we have identified Principals Robin Shambach, Frank Slingerland, and Chris Pinkerton in active roles. Multiple Project Architects, and a dedicated Project Coordinator and Construction Administrator offer assured resources to take on multiple projects.

Robin Shambach will serve as the team's Project Manager, and your Primary Point-of-Contact. She will be responsible for assembling the team, developing the project schedule, managing contracts, and functioning as the liaison between your Project Manager and the design team. Robin is an outstanding leader who possesses strong communication skills, an attribute critical to the success of any project.

### **Subconsultants**

BWS Architects selects the best subconsultants for each project, based on project scope and their direct experience with similar projects. We have developed great working relationships in our 30 years of business and our communication and management strategies allow us to work easily with a range of consultants. Like our in-house staffing approach, we have identified a range of consultants to give us the opportunity to assign the best possible consultant for each project awarded. We are also open to any suggestions the City of Tucson might have if there is a preference.



## PROJECT TEAM REGISTRATION + AVAILABILITY

BWS KEY STAFF ASSIGNED	JOB TITLE/TEAM ROLE	AZ REGISTRATION	COMMITTED	AVAILABILITY
<b>Robin Shambach, Principal</b>	Project Manager + City of Tucson's Main Point-of-Contact	23533	60%	40%
<b>Frank Slingerland, Principal</b>	Principal/Project Designer	28530	60%	40%
<b>Chris Pinkerton, Principal</b>	Principal/Sr. Project Architect	49842	70%	30%
<b>Holly Damerell, Associate</b>	Sr. Project Architect	32906	70%	30%
<b>Jesse Ross</b>	Project Architect	67848	50%	50%
<b>Jasmine Thomas</b>	Project Coordinator	N/A	50%	50%
<b>Steve McKnight, Associate</b>	Construction Administrator	34216	60%	40%
SUB CONSULTANTS	JOB TITLE/TEAM ROLE	AZ REGISTRATION	COMMITTED	AVAILABILITY
SCHNEIDER STRUCTURAL <b>Ron Schneider</b>	Principal/Structural Engineer	27349	70%	30%
KC MECHANICAL <b>Ken Cawthorne</b>	Principal/Mechanical Engineer	25035	70%	30%
ADAMS + ASSOCIATES <b>Dave Tyrrell</b>	Principal/Mechanical Engineer	45700	70%	30%
ADAMS + ASSOCIATES <b>Alec Zimmermann</b>	Electrical Engineer	65837	65%	45%
MONRAD ENGINEERING <b>Fernando Galvez</b>	Principal/Electrical Engineer and RCDD Designer	23911	70%	30%
PERRY ENGINEERING A BOWM COMPANY <b>Ken Perry</b>	Civil Engineer	34010	60%	40%
ARC STUDIOS <b>Eric Barrett</b>	Principal/Landscape Architect	39813	60%	40%
J SWEET COMMERCIAL DESIGNS, LLC <b>Jill Sweet</b>	Interior Designer	N/A	50%	50%
COMPUSULT <b>Trip McGrath</b>	Sr. Cost Estimator	N/A	60%	40%

## PROJECT TEAM ASSIGNED ROLES

- PROJECT MANAGER/MAIN POINT-OF-CONTACT ROBIN SHAMBACH**  
 Robin understands how to stay on top of each phase of a project, and how to make sure all resources are available to the team to keep on track, including budget, schedule and quality control. Making sure obligations of the team are being met.  
  
**Robin is your Point-of-Contact and will work with the City of Tucson to make sure the right team is in place and each project is a success. She will also be responsible for sealing the documents.**
- PROJECT DESIGNER FRANK SLINGERLAND**  
 Frank is responsible for planning and design, leading stakeholders, the BWS and consultant team through an integrated process that addresses functionality and aesthetics. He works with the client to develop planning, form concepts and generate alternative options for consideration.
- PROJECT ARCHITECT CHRIS PINKERTON, HOLLY DAMERELL, + JESSE ROSS**  
 When assigned to a project our Project Architect will be responsible for technical documentation, BIM coordination and graphics during the planning and design phases, and will be directly responsible for preparing the working drawings used for construction. Having first hand knowledge of the working drawings ensures a smooth transition into the Construction Administrator role. For more complex projects, we may include our dedicated Construction Administrator, Steve McKnight. Our Project Architect will remain intimately involved during construction, adding more flexibility and coverage in the field.



### Principal Leadership:

FIRM PRINCIPALS ROBIN SHAMBACH, SUE GRAY, CHRIS PINKERTON, AND FRANK SLINGERLAND HAVE CRAFTED AN AGILE FIRM DEDICATED TO DESIGN AND PRACTICE AT THE HIGHEST LEVELS. WE CAREFULLY SELECT PROJECTS SO THAT PRINCIPALS CAN STAY FULLY ENGAGED IN KEY ROLES FROM START TO FINISH. WE HAVE EARNED A REPUTATION FOR QUALITY DESIGN RESULTING FROM A VERY COLLABORATIVE APPROACH AND POSSESS A PROVEN RECORD OF MEETING BUDGETS AND SCHEDULES.

- PROJECT COORDINATOR JASMINE THOMAS**  
 Jasmine supports the team with technical documentation, graphics, preparing presentations and color boards, on-site meetings and assessments.
- CONSTRUCTION ADMINISTRATOR + QUALITY CONTROL STEVE MCKNIGHT**  
 When assigned to a project, Steve will be responsible for supporting the team's Project Architect with construction-related issues, answering RFIs, reviewing submittals, generating ASIs, creating field reports, and providing quality control reviews throughout the design and documentation phases.
- STRUCTURAL ENGINEERING SCHNEIDER STRUCTURAL**  
 Schneider Structural will develop cost effective structural systems to support the architectural intentions. They will be responsible for the structural development of the foundation and framing systems, while exploring options with the design team.
- MECHANICAL ENGINEERING KC MECHANICAL + ADAMS AND ASSOCIATES**  
 Responsible for mechanical engineering as well as the design and review of all mechanical and plumbing drawings and specifications to ensure quality. Will collaborate with the Project Team to determine mechanical system requirements.
- ELECTRICAL ENGINEERING ADAMS + ASSOCIATES + MONRAD ENGINEERING**  
 Primary responsibilities include coordination of electrical systems design in response to lighting, electrical distribution system, and special systems requirements.
- RCDD DESIGN MONRAD ENGINEERING**  
 Fernando Galvez will design the systems that provide connectivity for telecommunications, data and building security systems.
- CIVIL ENGINEERING PERRY ENGINEERING A BOWMAN COMPANY**  
 Will provide civil engineering services such as site related evaluations of existing conditions, site grading, drainage, paving and utilities.
- LANDSCAPE ARCHITECTURE ARC STUDIOS**  
 Will coordinate the landscape and irrigation design with the team, document existing and new site conditions, produce landscape and irrigation construction documents at all levels of design, and perform construction phase services. Strong consideration will be made for integrating the natural environment and creating indoor-outdoor connectivity.
- INTERIOR DESIGN J SWEET COMMERCIAL DESIGNS, LLC**  
 Jill is responsible for project code review, programming, strategic planning, conceptual design, interior building finish selection, space planning, furniture finish selections, furniture and specialty equipment specifications & procurement documentation, construction administration, quality assurance checks & project management.
- COST ESTIMATING COMPUSULT**  
 Provides estimates early on based on very preliminary information and later, as construction documents and change order evaluations are generated. Compusult will conduct constructability and quality control reviews, and value engineering assistance. Compusult has an extensive historical database of project costs.
- SPECIALTY CONSULTANTS TBD**  
 BWS will work with the City of Tucson in identifying other specialty consultants, such as Acoustical, Audio/Visual, Geotechnical, Environmental, and Food Service Design. Our process is to present appropriate recommendations and qualifications to the City of Tucson's Project Manager for approval and submit any other additional information needed.

# PROJECT TEAM ORGANIZATION CHART



CITY OF TUCSON  
**ON-CALL ARCHITECT SERVICES**  
REQUEST FOR QUALIFICATION NO. 222865

**PROJECT MANAGER**  
PLANNING COMMITTEE  
USER GROUPS

**BWS ARCHITECTS | TUCSON, ARIZONA**  
LEADERSHIP + TECHNICAL SUPPORT



**ROBIN SHAMBACH** AIA LEED AP  
**Principal + Project Manager**  
PRIMARY DAY-TO-DAY CONTACT



**FRANK SLINGERLAND** AIA NCARB LEED AP  
**Principal + Project Designer**  
LEADS PROJECT PLANNING + DESIGN



**CHRIS PINKERTON** AIA  
**Principal + Sr. Project Architect**  
LEADS TECHNICAL DOCUMENTATION + BIM EXPERT



**HOLLY DAMERELL** AIA LEED AP  
**Associate + Sr. Project Architect**  
TECHNICAL DOCUMENTATION  
+ CONSTRUCTION ADMINISTRATION



**JESSE ROSS** ASSOCIATE AIA  
**Project Architect**  
TECHNICAL DOCUMENTATION,  
CONSTRUCTION ADMINISTRATION  
+ GRAPHICS SPECIALIST



**JASMINE THOMAS**  
**Project Coordinator**  
ARCHITECTURAL + CONSTRUCTION SUPPORT



**STEVE MCKNIGH** AIA  
**Associate + Construction Administrator**  
LEADS CONSTRUCTION ADMINISTRATION PHASE  
PERFORMS QUALITY CONTROL REVIEWS

**Our Team is  
100% Local**

## PROPOSED SUB CONSULTANTS

**STRUCTURAL ENGINEERING**  
SCHNEIDER STRUCTURAL  
TUCSON, ARIZONA

**MECHANICAL ENGINEERING**  
KC MECHANICAL  
TUCSON, ARIZONA

**MECHANICAL + ELECTRICAL  
ENGINEERING**  
ADAMS + ASSOCIATES  
TUCSON, ARIZONA

**ELECTRICAL ENGINEERING  
+ RCDD DESIGN**  
MONRAD ENGINEERING  
TUCSON, ARIZONA

**CIVIL ENGINEERING**  
PERRY ENGINEERING  
A BOWMAN COMPANY  
TUCSON, ARIZONA

**LANDSCAPE ARCHITECTURE**  
ARC STUDIOS  
TUCSON, ARIZONA

**INTERIOR DESIGN**  
J SWEET COMMERCIAL  
DESIGNS LLC.  
TUCSON, ARIZONA

**COST ESTIMATING**  
COMPUSULT  
TUCSON, ARIZONA

**EDUCATION**

- BACHELOR OF ARCHITECTURE,  
THE UNIVERSITY OF ARIZONA, 1985

**REGISTRATION + CERTIFICATIONS**

- AZ REGISTRATION NO. 23533
- LEED ACCREDITED PROFESSIONAL

**RECENT AWARDS + AFFILIATIONS**

- AIA ARIZONA, PAST  
PRESIDENT, 2017-2018
- CORNERSTONE BUILDING  
FOUNDATION FIRM OF THE YEAR  
AWARD, 2015/2019
- 2014 AIA ARIZONA FIRM OF THE  
YEAR AWARD
- AIA ARIZONA 2014 PRESIDENTIAL  
COMMENDATION HONORS
- AIA ARIZONA DIRECTOR 2012 -2016
- AIA SOUTHERN ARIZONA CHAPTER  
MEMBER, PAST PRESIDENT 2007
- AIA STATE COMMITTEE COALITION  
FOR SCHOOL FACILITIES, MEMBER
- MPA BOARD MEMBER + PAST  
PRESIDENT 2015

With over 37 years of professional practice in Arizona, Robin Shambach is the Managing Principal with responsibility for financial stability and successful operation of the firm. But true to the philosophy of BWS Architects, she maintains direct involvement as Project Manager for most of the firm's work, providing day-to-day communication with clients and design teams, responsible for the schedules, budgets and overall success of each project. Robin has strong communication skills and experience working on complex projects. She has developed a reputation for complete, caring attention to her work, from planning through to construction completion.

As Project Manager, Robin will be the single point-of-contact, responsible for the "day-to-day charge of the project", interacting directly with the City of Tucson point of contact. She will be responsible for communications with the City of Tucson, our in-house team and our sub-consultants. Robin will manage critical aspects of the project – schedule, cost and quality – and will be responsible for meeting our team's contractual obligations. She will also seal all project documents.

- **TUCSON ECONOMIC ADVANCEMENT CENTER**  
CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019
- **SPACE UTILIZATION STUDY-TUCSON DOWNTOWN MUNICIPAL BUILDINGS**  
CITY OF TUCSON, AZ | 60,000 SF + | \$ TBD | 2019
- **TUCSON WATER CITY-WIDE FACILITY STUDY**  
CITY OF TUCSON, AZ | 59,500 SF TOTAL | \$50 M EST | 2020
- **201 N. STONE TENANT IMPROVEMENTS FLOORS 4-6**  
CITY OF TUCSON, AZ | 52,000 SF | \$4.5 M EST | 2022
- **TUCSON COMMUNITY CENTER MUSIC HALL RENOVATIONS**  
CITY OF TUCSON, AZ | 78,284 SF | \$5.6 M | 2021
- **SAFFORD POLICE STATION**  
CITY OF SAFFORD, AZ | 13,500 SF | \$5.3 M | 2019
- **PAYSON ADMINISTRATION + FIRE/RANGER STATION**  
US FOREST SERVICE | PAYSON, AZ | 13,500 SF | \$5.3 M | 2019
- **GREENLEE COUNTY SOUTH SERVICE ANNEX**  
GREENLEE COUNTY | DUNCAN, AZ | 13,000 SF | \$2.6 M | 2018
- **PINAL COUNTY DEVELOPMENT SERVICES BUILDING**  
PINAL COUNTY | FLORENCE, AZ | 50,000 SF | \$13.6 M | 2021
- **PUBLIC DEFENSE SERVICES BUILDING AND OFFICE OF CHILDREN'S COUNCIL**  
PIMA COUNTY, AZ | 16,600 SF (NEW) & 4,000 SF (RENOV) | \$5.7 M | 2022
- **DOUGLAS GOVERNMENT CENTER - HISTORIC PHELPS DODGE BUILDING RENOVATION**  
CITY OF DOUGLAS/COCHISE COUNTY | 60,000 SF | \$4.1 M | 2013
- **PINAL COUNTY ARCHITECTURAL ON-CALL CONTRACT**  
PINAL PUBLIC FACILITIES MANAGEMENT | 2007 - CURRENT
- **CITY OF TUCSON ARCHITECTURAL ON-CALL CONTRACT**  
CITY OF TUCSON FACILITIES MANAGEMENT | 2014 - CURRENT
- **THE UNIVERSITY OF ARIZONA ARCHITECTURAL ON-CALL CONTRACT**  
THE UNIVERSITY OF ARIZONA FACILITIES DESIGN + CONSTRUCTION | 2009 - CURRENT
- **PIMA COMMUNITY COLLEGE ARCHITECTURAL ON-CALL CONTRACT**  
PIMA COMMUNITY COLLEGE FACILITIES MANAGEMENT | 2012 - CURRENT
- **PHOENIX AREA INDIAN HEALTH SERVICE IDIQ + NATIONAL ON-CALL CONTRACT**  
DEPARTMENT OF HEALTH + HUMAN SERVICES | 2010 - CURRENT



Frank has over 31 years' experience in the planning, programming and design of public facilities of all types. Frank strives to create healthy environments that foster collaboration, encourage interaction, and aesthetically and functionally meet the needs of those who learn, work, and play within them. He is a sensitive designer concerned with appropriately responding to context and generating creative solutions.

Frank will be responsible for planning and design, leading the BWS and consultant team, and owner stakeholders through an integrated process that addresses functionality and aesthetics. He will develop planning and form concepts and generate alternative options for you to consider. Frank will lead workshops and facilitate consensus-driven decision-making.

**EDUCATION**

- MASTER OF ARCHITECTURE  
THE UNIVERSITY OF ARIZONA, 1991
- BACHELOR OF ARCHITECTURE  
THE UNIVERSITY OF ARIZONA, 1990

**REGISTRATION + CERTIFICATIONS**

- AZ REGISTRATION NO. 28530
- U.S. GREEN BUILDING COUNCIL LEED ACCREDITED PROFESSIONAL
- NCARB (NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS) #64865

**AWARDS + AFFILIATIONS**

- AMERICAN INSTITUTE OF ARCHITECTS MEMBER
- U.S. GREEN BUILDING COUNCIL GOVERNING BOARD, MEMBER
- ASSOCIATION FOR LEARNING ENVIRONMENTS (A4LE), PAST PRESIDENT, AZ CHAPTER

**PRESENTER AT MAKERSPACES:****AN ACTIVE LEARNING CONFERENCE**

- "PLAYING IS LEARNING" + "21ST CENTURY SPACES INSPIRING 21ST CENTURY LEARNING"

**ADJUNCT PROFESSOR**

- THE UNIVERSITY OF ARIZONA COLLEGE OF ARCHITECTURE & LANDSCAPE ARCHITECTURE
- AMERICAN INSTITUTE OF ARCHITECTS AWARD FOR DISTINGUISHED ARCHITECTURAL DESIGN; 2000, 2006, 2008, 2019
- AIA / NATIONAL CONCRETE MASONRY INSTITUTE AWARD FOR DESIGN EXCELLENCE, 2001
- ARIZONA MASONRY GUILD DESIGN AWARD; 2000, 2006, 2008, 2014

**TUCSON ECONOMIC ADVANCEMENT CENTER**

CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019

**SPACE UTILIZATION STUDY-TUCSON DOWNTOWN MUNICIPAL BUILDINGS**

CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019

**TUCSON WATER CITY-WIDE FACILITY STUDY**

CITY OF TUCSON, AZ | 59,500 SF TOTAL | \$50 M EST | 2020

**201 N. STONE TENANT IMPROVEMENTS FLOORS 4-6**

CITY OF TUCSON, AZ | 52,000 SF | \$4.5 M EST | 2022

**TUCSON COMMUNITY CENTER MUSIC HALL RENOVATIONS**

CITY OF TUCSON, AZ | 78,284 SF | \$5.6 M | 2021

**SAFFORD POLICE STATION**

CITY OF SAFFORD, AZ | 13,500 SF | \$5.3 M | 2019

**PAYSON ADMINISTRATION + FIRE/RANGER STATION**

US FOREST SERVICE | PAYSON, AZ | 13,500 SF | \$5.3 M | 2019

**GREENLEE COUNTY SOUTH SERVICE ANNEX**

GREENLEE COUNTY | DUNCAN, AZ | 13,000 SF | \$2.6 M | 2018

**PINAL COUNTY DEVELOPMENT SERVICES BUILDING**

PINAL COUNTY | FLORENCE, AZ | 50,000 SF | \$13.6 M | 2021

**PUBLIC DEFENSE SERVICES BUILDING AND OFFICE OF CHILDREN'S COUNCIL**

PIMA COUNTY, AZ | 16,600 SF (NEW) & 4,000 SF (RENOV) | \$6.1 M | 2022

**DOUGLAS GOVERNMENT CENTER - HISTORIC PHELPS DODGE BUILDING RENOVATION**

CITY OF DOUGLAS/COCHISE COUNTY; 60,000 SF; 2014

**SAN XAVIER DISTRICT P1 GOVERNMENT COMPLEX + P2 ELDERS, AND ACTIVITY CENTER**

SXD OF THE TOHONO O'ODHAM NATION; TUCSON, AZ; P1 37,200 SF; \$8.2 M; LEED GOLD®; P2 12,000 SF; \$5.4 M; 2012/2020

**MARANA COURT / JURY ROOM ADDITION**

TOWN OF MARANA, AZ | 1200 SF | \$485 K | 2021

**STUDENT UNION MEMORIAL CENTER ROOM 205 PATIO RENOVATION**

THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 2,656 SF | \$238 K | 2020

**INITIATIVE LAB/MAKERSPACE RENOVATION (SUN DEVIL HALL) RENOVATION**

ARIZONA STATE UNIVERSITY | TEMPE, ARIZONA | 8,000 SF | \$2.2 M | 2019

**EL RIO SOUTHEAST CLINIC EXPANSION + RENOVATION LEED® CERTIFIED**

EL RIO COMMUNITY HEALTH | TUCSON, AZ | 17,844 SF RENO | 19,000 SF EXP | \$7.5 M | 2019

**SIERRA VISTA REGIONAL SERVICE CENTER**

SOUTHWEST GAS CORPORATION | SIERRA VISTA, AZ | 13,000 SF | \$3.8 M | 2016





#### EDUCATION

- MASTER OF ARCHITECTURE  
UNIVERSITY OF ARIZONA, 1998
- BACHELOR OF ARCHITECTURE  
UNIVERSITY OF ARIZONA, 1998

#### REGISTRATION + CERTIFICATIONS

- AZ REGISTRATION NO. 49842

#### AFFILIATIONS

- AUTODESK UNIVERSITY  
CONFERENCE
- BWS PRODUCTION STANDARDS/OFFICE  
STANDARDS LEADER
- ASAI AMERICAN SOCIETY OF  
ARCHITECTURAL ILLUSTRATORS

Chris brings nearly 25 years of experience working on and documenting projects from Programming through Construction Documents. His project experience has been varied from minor interior finishes and remodels to multi-million dollar renovations and new construction projects. Chris is currently Project Architect for the Whiteriver Hospital Renovations, and the Supai Village Community Health center. Both projects were awarded through BWS Architects IDIQ contract with the Indian Health Service. He also recently completed the Court/Jury Room Addition for the Town of Marana.

Chris will be responsible for technical documentation and graphics during the planning and design phases, and will be directly responsible for preparing the working drawings used for construction. Chris remains intimately involved during construction, adding more flexibility and coverage both in the field and inhouse, offering more capacity to respond to RFIs and cover on-site construction meetings.

- **PINAL COUNTY BUILDING "F" ADMIN/DEVELOPMENT SERVICES FACILITY ASSESSMENT**  
PINAL COUNTY ON-CAL | FLORENCE, AZ | 50,000 SF | \$N/A-STUDY ONLY
- **PINAL COUNTY MAINTENANCE FACILITIES ASSESSMENT/STUDY**  
PINAL COUNTY ON-CAL | FLORENCE, AZ | 5,400 SF | \$N/A-STUDY ONLY
- **SUPAI VILLAGE COMMUNITY HEALTH CENTER + STAFF QUARTERS**  
PHOENIX INDIAN HEALTH SERVICE IDIQ CONTRACT | SUPAI, AZ | 11,000 SF | \$10 M
- **WHITERIVER HOSPITAL RENOVATION**  
PHOENIX INDIAN HEALTH SERVICE IDIQ CONTRACT | WHITERIVER, AZ | 82,100 SF | \$4.7 M
- **BATEMAN COMPLEX FACILITY ASSESSMENT + RENOVATIONS**  
ARIZONA STATE UNIVERSITY | TEMPE, AZ | 423,369 SF | \$45 M
- **SAHUARITA ADVANCED MINING + TECHNOLOGY CENTER**  
TOWN OF SAHUARITA, AZ | 32,000 SF | \$4 M
- **SAFFORD POLICE STATION**  
CITY OF SAFFORD, AZ | 13,500 SF | \$5.3 M | 2019
- **MARANA COURT / JURY ROOM ADDITION**  
TOWN OF MARANA, AZ | 1200 SF | \$485 K | 2021
- **MARANA MAINTENANCE + OPERATIONS CENTER**  
MARANA USD | MARANA, AZ | 61,000 SF | \$7 M
- **BENSON K-4 TECHNOLOGY BUILDING ADDITION**  
BENSON USD | BENSON, AZ | 17,000 SF | \$2.7 M
- **GREENLEE COUNTY SOUTH SERVICE ANNEX**  
GREENLEE COUNTY | DUNCAN, AZ | 13,000 SF | \$2.6 M | 2018
- **MCKALE MEMORIAL CENTER RENOVATIONS**  
THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 138,879 SF | \$18.5 M | 2015
- **ORANGE GROVE MIDDLE SCHOOL CAMPUS RENOVATIONS**  
CATALINA FOOTHILLS USD | TUCSON, AZ | 60,000 SF RENO | 20,000 SF NEW | \$2.8 M | 2015
- **FLOWING WELLS HIGH SCHOOL WELDING SHOP**  
FLOWING WELLS USD | TUCSON, AZ | 4,500 SF | \$450,000 | 2021



#### EDUCATION

BACHELOR OF ARCHITECTURE  
CUM LAUDE  
UNIVERSITY OF ARIZONA, 1993

#### REGISTRATION + CERTIFICATIONS

AZ REGISTRATION NO. 32906  
  
U.S. GREEN BUILDING COUNCIL  
LEED ACCREDITED PROFESSIONAL

#### AFFILIATIONS

AIA SOUTHERN ARIZONA CHAPTER,  
MEMBER

Holly Damerell has over 25 years of experience and is not only very knowledgeable about technical construction issues and how buildings go together, but she also has a strong sense of design and looks for opportunities to make every project as attractive as it is useful. She produces accurate, detailed documents quickly and is very effective in a team environment. Holly was the Project Architect on several Pinal County projects including the Development Services Building and the Central Pinal Justice Court + Public Health Center.

Holly will be responsible for supporting Frank Slingerland, the team's Project Designer, with technical documentation of the project during the planning and design phases. She will help coordinate the BIM modeling efforts as well as any graphic renderings. Holly, having first hand knowledge of the Construction Documents, will be in an excellent position to move into the role of Construction Administrator.

- **PINAL COUNTY DEVELOPMENT SERVICES BUILDING**  
PINAL COUNTY | FLORENCE, AZ | 50,000 SF | \$13.6 M | 2021
- **PINAL COUNTY JUSTICE COURT RENOVATION - SUPERIOR**  
PINAL COUNTY ON-CALL | SUPERIOR, AZ | 5,000 SF | \$1.1 M
- **PINAL COUNTY JUSTICE COURT RENOVATION - MARICOPA**  
PINAL COUNTY ON-CALL | SUPERIOR, AZ | 5,000 SF | \$750,000
- **PINAL COUNTY REGIONAL HEALTH CLINICS**  
PINAL COUNTY ON-CALL | MARICOPA + SANTAN, AZ | 20,000 SF TOTAL | \$2.5 M TOTAL
- **CENTRAL PINAL JUSTICE COURT + PUBLIC HEALTH CENTER**  
PINAL COUNTY ON-CALL | COOLIDGE, AZ | 5,000 SF NEW; 10,600 SF RENOVATION | \$2.7 M
- **SAN XAVIER DISTRICT GOVERNMENT OFFICES COMPLEX + RANGER STATION | LEED GOLD**  
SAN XAVIER DISTRICT OF THE TOHONO O'ODHAM NATION | TUCSON, AZ | 37,200 SF | \$8.2 M
- **W. ANNE GIBSON-ESMOND STATION PUBLIC LIBRARY**  
PIMA COUNTY | TUCSON, AZ | 9,000 SF | \$2.7 M | 2020
- **DOUGLAS GOVERNMENT CENTER/HISTORIC PHELPS DODGE BUILDING RENOVATION**  
CITY OF DOUGLAS, AZ | 60,000 SF | \$4.1 M
- **HEALTH ON BROADWAY INTERIOR RENOVATIONS**  
EL RIO COMMUNITY HEALTH | TUCSON, AZ | 9,000 SF | \$1.2 M
- **EL RIO CHERRYBELL EXPANSION + RENOVATIONS**  
EL RIO COMMUNITY HEALTH | TUCSON, AZ | 17,844 SF RENO | 19,000 SF NEW | \$7.5 M
- **SOUTHWEST GAS SIERRA VISTA SERVICE CENTER**  
SOUTHWEST GAS CORP. | SIERRA VISTA, AZ | 12,000 SF | \$3.8 M
- **NW CAMPUS SCIENCE BUILDING EXPANSION**  
PIMA COMMUNITY COLLEGE DOWNTOWN CAMPUS | TUCSON, AZ | 47,000 SF | \$9.1 M | 2014
- **CENTER FOR INTEGRATED LEARNING**  
PIMA COMMUNITY COLLEGE DOWNTOWN CAMPUS | TUCSON, AZ | 25,445 SF | \$1.9 M | 2010

**EDUCATION**

- BACHELOR OF ARCHITECTURE  
THE UNIVERSITY OF ARIZONA, 2011

**REGISTRATION + CERTIFICATIONS**

- AZ REGISTRATION NO. 67848

**AFFILIATIONS**

- BIM/REVIT GRAPHIC SPECIALIST

Jesse has been with BWS for over ten years and has over 13 years of experience on a wide range of project types and sizes; from large, new facilities, to small interior remodels, and spans all phases of the design and construction process. Jesse is also a talented designer and utilizes 3D models with current, state-of-art technology. He is the firm's graphic specialist.

Jesse works on projects in the role of Project Architect, as well as Project Support. Like Chris and Holly, when assigned to a project he is responsible for the technical documentation, and works closely with our Project Designer and the Project Team through Planning and Design. He can also be assigned to support the project team with his graphic expertise, preparing presentation graphics and materials.

In either role, Jesse supports the team and the project from beginning to end. He is also an experience construction administrator and can take on the role of coordinating construction meetings, site visits, and answering any questions that arise.

- **TUCSON ECONOMIC ADVANCEMENT CENTER**  
CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019
- **SPACE UTILIZATION STUDY-TUCSON DOWNTOWN MUNICIPAL BUILDINGS**  
CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019
- **TUCSON WATER CITY-WIDE FACILITY STUDY**  
CITY OF TUCSON, AZ | 59,500 SF TOTAL | \$50 M EST | 2020
- **W. ANNE GIBSON-ESMOND STATION PUBLIC LIBRARY**  
PIMA COUNTY | TUCSON, AZ | 9,000 SF | \$2.7 M | 2020
- **MEDICAL DEVICE MAKERSPACE LABORATORY RENOVATION**  
THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 2,500 SF | \$1.3 M | 2019
- **VEIL, NASA INTERPLANETARY LAB (SUN DEVIL HALL) RENOVATION**  
ARIZONA STATE UNIVERSITY | TEMPE, ARIZONA | 8,000 SF | \$2.2 M | 2019
- **SKYDOME EAST MEZZANINE EXPANSION**  
NORTHERN ARIZONA UNIVERSITY | FLAGSTAFF, AZ | 4,800 SF | \$859 K | 2013
- **MILLENNIUM HIGH SCHOOL GYM RENOVATION**  
AGUA FRIA UNION HIGH SCHOOL DISTRICT | GOODYEAR, AZ | 50,000 SF | \$16.2 M | 2021
- **PHYSICAL SCIENCES BUILDING RENOVATION**  
ARIZONA STATE UNIVERSITY ON-CALL | TEMPE, AZ | 2,000 SF | \$1.2 M
- **ADMIN LOBBY & SECURITY IMPROVEMENTS**  
MESA USD | MESA, AZ | VARIOUS SITES
- **DESERT MEADOWS PRE-K CLASSROOM BUILDING**  
LAVEEN ELEMENTARY SCHOOL DISTRICT | LAVEEN, AZ | 6,360 SF | \$2.3 M | 2021
- **LAGUNA ELEMENTARY SCHOOL RENOVATION AND EXPANSION**  
FLOWING WELLS UNIFIED SCHOOL DISTRICT | TUCSON, AZ | 8,600 SF | \$2.6 M | 2022





#### EDUCATION

- BACHELOR OF ARCHITECTURE  
THE UNIVERSITY OF ARIZONA, 2019

#### AWARDS

- ARCHON DESIGN COMPETITION  
WINNER, 2018

Jasmine is a recent graduate from the University of Arizona, and brings a fresh perspective to the architectural projects on which she assists. Since joining the BWS team, Jasmine has worked on several key projects including the Catholic Community Services Respite Center, Pinal County Development Services Building, as well as El Rio Grant Road Clinic.

Jasmine is responsible for assisting the team in the office and in the field. She provides support during the planning and documentation phases through field verification, drawing production, document management, and team coordination efforts. She also assists with construction administration, offering support in processing construction paperwork, as well as participating in site visit and project punches.

- **TUCSON ECONOMIC ADVANCEMENT CENTER**  
CITY OF TUCSON, AZ | 17,500 SF | \$1.5 M | 2019
- **ORACLE SCHOOL DISTRICT BOND PROJECTS MASTER PLAN**  
ORACLE SCHOOL DISTRICT | ORACLE, AZ | 33,687 SF | 2022
- **UNIVERSITY OF ARIZONA GLOBAL INSTITUTE RENOVATION**  
THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 10,000 SF | 2020
- **EL RIO GRANT ROAD CLINIC FACILITY ASSESSMENT + RENOVATIONS**  
EL RIO COMMUNITY HEALTH | TUCSON, AZ | 30,000 SF | \$6 M | 2021
- **EL RIO SOUTHEAST CLINIC II ASSESSMENT, EXPANSION + RENOVATION (SHOWN BELOW)**  
EL RIO COMMUNITY HEALTH | TUCSON, AZ | 36,844 SF | 7.5 M | LEED CERTIFIED | 2019
- **LOWELL STEVENS FOOTBALL SUITE IMPROVEMENTS**  
THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 9,024 SF | 2021
- **GRAND CHALLENGES RESEARCH BUILDING - WITH ZGF ARCHITECTS**  
THE UNIVERSITY OF ARIZONA | TUCSON, AZ | 115,000 SF | \$70 M | 2022
- **COMMUNITY CATHOLIC SERVICES RESPITE**  
COMMUNITY CATHOLIC SERVICES | TUCSON, AZ | 14,800 SF | \$4.5 M | 2021
- **BENSON K-4 TECHNOLOGY BUILDING ADDITION**  
BENSON USD | BENSON, AZ | 17,000 SF | \$2.7 M



#### EDUCATION

BACHELOR OF ARCHITECTURE  
DRURY UNIVERSITY, HAMMERS SCHOOL  
OF ARCHITECTURE, 1993

#### REGISTRATION + CERTIFICATIONS

AZ REGISTRATION NO. 34216

Steve has over 27 years experience in public architecture design, documentation, and construction. Steve is a particularly seasoned Construction Administrator, often working with our Project Architects and serving as the teams' eyes and ears in the field, answering contractor questions, and clarifying design intentions. Steve's project experience includes the San Xavier District Phase II Elder's Center and Community Activity Center, the South Service Annex for Greenlee County, and the Town of Gilbert's Heritage District Parking Structure.

Steve provides quality control reviews throughout the design and documentation phases on various projects. When assigned as Construction Administrator he is responsible for supporting the team's Project Architect with construction-related issues, answering RFIs, reviewing submittals, generating ASIs, creating field reports, and providing quality control reviews throughout the design and documentation phases.

- **GREENLEE COUNTY SOUTH SERVICE ANNEX**  
GREENLEE COUNTY | DUNCAN, AZ | 13,000 SF | \$2.7 M
- **PUBLIC DEFENSE SERVICES BUILDING AT JUVENILE COURTS**  
PIMA COUNTY | TUCSON, AZ | 23,500 SF | \$5.4 M | 2022
- **W. ANNE GIBSON-ESMOND STATION PUBLIC LIBRARY**  
PIMA COUNTY | TUCSON, AZ | 9,000 SF | \$2.7 M | 2020
- **SAN XAVIER DISTRICT ELDER'S CENTER + COMMUNITY ACTIVITY CENTER**  
SAN XAVIER DISTRICT OF THE TOHONO O'ODHAM NATION | TUCSON, AZ | 12,000 SF | \$4.2 M
- **DISTRICT ADMINISTRATION + PUBLIC DEVELOPMENT BUILDING**  
YUMA UNION HIGH SCHOOL DISTRICT | 38,580 SF | \$8.1 M
- **SUPAI VILLIAGE COMMUNITY HEALTH CENTER + STAFF QUARTERS**  
PHOENIX INDIAN HEALTH SERVICE IDIQ CONTRACT | SUPAI, AZ | 11,000 SF | \$10 M
- **HERITAGE DISTRICT CENTER PAGE PARK CENTER RENOVATIONS**  
TOWN OF GILBERT ARCHITECTURAL SERVICES ON-CALL | 8,500 SF | \$1.3 M
- **HERITAGE DISTRICT PARKING STRUCTURE II**  
TOWN OF GILBERT | GILBERT, AZ | 209,308 SF/600 SPACES | \$15.5 M
- **BIODESIGN INSTITUTE BUILDING C**  
ARIZONA STATE UNIVERSITY | TEMPE, AZ | 423,369 SF | \$95 M
- **SUPAI VILLIAGE COMMUNITY HEALTH CENTER + STAFF QUARTERS**  
PHOENIX INDIAN HEALTH SERVICE IDIQ CONTRACT | SUPAI, AZ | 11,000 SF | \$10 M
- **BENSON K-4 TECHNOLOGY BUILDING ADDITION**  
BENSON USD | BENSON, AZ | 17,000 SF | \$82.7 M
- **ACACIA ELEMENTARY SCHOOL CLASSROOM ADDITIONS + EXPANSION**  
WASHINGTON ESD | GLENDALE, AZ | 114,500 SF | \$4 M
- **MOUNTAIN SKY JR. HIGH SCHOOL CLASSROOM ADDITIONS + EXPANSION**  
WASHINGTON ESD | GLENDALE, AZ | 15,645 SF | \$4.4 M
- **CHEATHAM CLASSROOM BUILDING ADDITION**  
LAVEEN ELEMENTARY SCHOOL DISTRICT | 12,500 SF | \$2.8 M

## RONALD H. SCHNEIDER

P.E., S.E.

Principal

### OFFICE ADDRESS

435 East 9<sup>th</sup> Street  
Tucson, AZ 85705  
520.512.8183  
520.512.8169 fax

### EDUCATION

1990, Bachelor of Science in  
Architectural Engineering,  
California Polytechnic State  
University

### ACTIVE PROFESSIONAL REGISTRATIONS

Registered as a Structural Engineer in Arizona (1993 - #27349), California (1997 - #S4109), Nevada (2000 - #14612), Alaska (2019 - #139688), and Utah (2001 - #4877700-2203) and a Civil Engineer in California (1992 - #C49684). Also registered as a Professional Engineer in numerous other states.

### PROFESSIONAL AFFILIATIONS

Holds a council record with the NCEES

Member of the Structural Engineers Association of Arizona (SEAoA)

Town of Sahuarita Board of Appeals for Plan Review Issues

SSE is a City of Tucson Certified Small Business

Ron Schneider began Schneider Structural Engineers 22 years ago. He has 30+ years of experience in structural engineering, utilizing steel and concrete, from design phase to construction. Ron is highly skilled in seismic designs and the selection of the appropriate framing system to provide a quality solution for a variety of projects ranging from complex structures such as design/build, advanced technology and industrial facilities to many smaller scale projects. Many of the projects he has designed have required extensive 3D dynamic computer analysis.

Ron is committed to provide a high degree of skill, coordination and quality control to all engineering and project documents and to work with other disciplines to make each project successful.



### EXPERIENCE

#### CITY OF TUCSON MENLO PARK RESTROOM IMPROVEMENT - TUCSON, ARIZONA

Provided structural engineering, CAD services and construction administration for the design of the renovation of two metal buildings.

#### COT FIRE STATIONS 7, 15, 16, & 18 RENOVATIONS - TUCSON, ARIZONA

Provided structural engineering for four (4) separate fire stations to provide adjacent, separate enclosed space for the following: indoor workout rooms that are separate from apparatus bay, separate areas for the storage of turnout gear in individual lockers and separate utility cleaning room.

#### CITY OF TUCSON FIRE STATION 11 REMODEL ADDITION - TUCSON, ARIZONA

Provided structural engineering for this 1,300 square foot, single-story light gage-framed addition with some minor structural modifications to the existing building.

#### TCC MUSIC HALL RENOVATIONS- TUCSON, ARIZONA

Provided the structural design of a renovation of this existing music hall, including a review of the attachment methods and loading impacts for new lighting throughout the hall, a lobby remodel including improvement to the layout of concessions and patron circulation, consideration and Back of House additions, including chorus dressing room restroom and showers, dressing rooms and green room improvements.

#### PIMA COUNTY OLD TUCSON STRUCTURAL ASSESSMENTS - PIMA COUNTY, ARIZONA

Provided various structural assessments at the Old Tucson site per our on-call agreement, to bring this complex into compliance for re-opening, including assessment and design for the main entry building, adobe and parapet condition at various locations, bleachers throughout the complex, the Grand Hotel Balcony, Wagon Ride Ramada, Blacksmith Ledger porch, Park Brewery, Phoebe's Candy Shop and Olsen's Shop.

#### KINO SPORTS PARK - TUCSON, ARIZONA

Provided structural engineering, CAD services and Construction Administration for the design of a new CMU ticket booth, rest room, foundation for pre-engineered bleachers and a press box that is either stand alone or integrated with the bleachers. Designed a 32 ft tall netting support poles and foundation.

[www.sastructural.com](http://www.sastructural.com)



**KENNETH M. CAWTHORNE, P.E.**  
**Principal Engineer**  
Time Available 25%

**EDUCATION**

Bachelor of Science  
Mechanical Engineering  
University of Arizona, 1986

**REGISTRATION**

Arizona Cert. No. 25035  
New Mexico Cert No. 13143  
Colorado Cert. No. 36925  
Texas Cert. No. 104235  
Nevada Cert. No. 020538

**CERTIFICATION**

U.S. Green Building Council  
LEED Accredited Professional

**PROFESSIONAL AFFILIATIONS**

Tucson-Pima County Consolidated Code  
Committee Member  
ASHRAE, Associate Member  
ASHE, Associate Member  
ASPE, Associate Member  
ICC, Professional Member

**EXPERIENCE**

33 years  
w/KC (SMU) since 1994

**KC currently has Open-End Contracts  
with:**

- Pima Community College
- Banner Medical Centers
- Pima County
- City of Tucson
- Tucson Electric Power
- Tucson Unified School District

**KC MECHANICAL ENGINEERING LLC** is a Tucson based professional engineering firm specializing in the design of HVAC, plumbing and other mechanical systems for commercial, institutional, and industrial projects.

The firm, which is in its 35<sup>th</sup> year of operation and **SBE certified** (NAICS 541330 since June 2010), is dedicated to providing detailed, analytical approaches to solving today's engineering challenges using state of the art technology, including Revit MEP 2021 3-D Building Information Models (BIM).

**Ken Cawthorne, Principal**, is on the **Tucson-Pima County Consolidated Code Committee** and has served as a member of the Joint County/City Mechanical/Plumbing Code Committee since 2006. As a native to Southern Arizona, Ken's designs demonstrate his understanding of the unique conditions and demands of the desert climate.

**City of Tucson:**

- Sun Van HVAC Evaluation
- Tucson Convention Center Hydronic Piping Evaluation & Replacement
- La Palita Museum HVAC Evaluation
- Archer Park Piping Evaluation
- Udall Recreation Center Cooling Tower
- Archer Park Piping Study
- Catalina Pools Boiler
- Amphi Pool Boiler Replacement
- El Pueblo Pool Heater Replacement
- Archer Pool Heater Replacement
- Dennis Weaver Pool Heater Replacement
- Jesse Owens Pool Equipment Replacement
- Menlo Pool Equipment Replacement
- COT Comfort Stations (Ada Compliance):
  - Santa Rita Park
  - Clements Center
  - Randolph Center
  - La Madera Park
  - Menlo Park
  - Lakeside Park
- Thomas O. Price Center Fleet Cooler Replacement
- Eastside Police & Fire Station HVAC Renovation
- City Hall Boiler Replacement
- Tucson Community Center: Hydronic Piping Replacement
- 911 Call Center
- Rillito Sub-Station Locker Room HVAC Renovation
- Thomas O. Price Center Vehicle Exhaust Systems
- Children's Museum HVAC Replacement

KC Mechanical Engineering  
5447 East Fifth Street #112  
Tucson, AZ 85711

kcmech.net  
520.327.7611

# ADAMS

MECHANICAL ■ ELECTRICAL ■ FIRE PROTECTION ENGINEERS

## DAVE TYRRELL, P.E., CxA

ADAMS AND ASSOCIATES ENGINEERS, PLLC

PRINCIPAL MECHANICAL ENGINEER

ROLE: MECHANICAL ENGINEER

BACKGROUND: 19 YEARS OF EXPERIENCE



Dave has been a Project Manager for HVAC, Plumbing and Fire Protection Designs for 19 years and Principal of Adams and Associates Engineer, PLLC since 2011. Dave has designed the air conditioning, plumbing and fire protection systems for numerous Arizona projects.

### Professional Licensing

Mechanical Engineer

Arizona Registration #45700

California Registration #35956

Nevada Registration #022055

New Mexico Registration #20776

Texas Registration #124637

### Professional Affiliations

- ASHRAE - Member, Past Membership Promotion Chairman, Tucson Chapter
- AABC Commissioning Group (ACG) – Member, Certified Commissioning Authority (CxA) #406-140

### Education

University of Arizona

B.S. Mechanical Engineering, 2002

- LEED-NC: Technical Review Workshop, Tucson, AZ
- HAP for LEED 2009 BD&C EAc1, Tucson, AZ
- Trane Air Conditioning Clinics, Tucson, AZ
- AABC Commissioning Group Total Building Commissioning Conference, Chicago and Las Vegas
- Bell & Gossett Advanced Pump Design School, Illinois
- University of Texas, Consulting Engineer Seminar, TX
- Mitsubishi Electric Diamond Designer Sem., Tucson, AZ
- United States Energy Department National Energy Codes Conference, Tucson, Arizona
- Autodesk Revit MEP Training, Scottsdale, Arizona

### Related Project Experience

- **City of Tucson Hayden Udall Fuel Facility**  
Tucson, Arizona
- **City of Tucson St. Augustine's Cathedral Chilled Water Connection**  
Tucson, Arizona
- **City of Tucson City Courts Building Assessment**  
Tucson, Arizona
- **City of Tucson City Courts Courtroom #1 and #3 Remodel**  
Tucson, Arizona
- **City of Tucson City Courts Chiller Replacement**  
Tucson, Arizona
- **City of Tucson City Courts Server Room Relocation**  
Tucson, Arizona
- **Pima County Old Courthouse, 2<sup>nd</sup> Floor TI**  
Tucson, Arizona
- **Pima County Jail Facility Addition**  
Tucson, Arizona
- **Pima County Admin 4<sup>th</sup> Floor Remodel**  
Pima County, Arizona
- **Pima County Sheriff's Department Transcription Unit Relocation**  
Tucson, Arizona
- **Pinal County New Public Works Building**  
Florence, Arizona
- **Pinal County Building F Administrative Services/ Development Services Master Plan**  
Pinal County, Arizona
- **Pinal County ADC and JDC Isolation Room Study**  
Florence, Arizona
- **Pinal County Elections Building Remodel**  
Eloy, Arizona
- **Santa Cruz County Building Mechanical Assessment and Upgrades**  
Nogales, Arizona
- **Santa Cruz County Complex HVAC Controls Upgrades**  
Nogales, Arizona
- **City of Douglas Government Service Center**  
Douglas, Arizona
- **City of Douglas Police Department HVAC Upgrade**  
Douglas, Arizona
- **Town of Sahuarita Municipal Complex**  
Sahuarita, Arizona
- **Town of Sahuarita Police Department Building Remodel**  
Sahuarita, Arizona



# ADAMS

MECHANICAL ■ ELECTRICAL ■ FIRE PROTECTION ENGINEERS

## ALEC ZIMMERMANN, P.E.

ADAMS AND ASSOCIATES ENGINEERS, PLLC

SENIOR ELECTRICAL ENGINEER

ROLE: ELECTRICAL ENGINEER

BACKGROUND: 8 YEARS OF EXPERIENCE



Alec is a senior electrical engineer and project manager with over seven years of experience in the consulting engineering industry. He has extensive design experience in healthcare facilities, medical office buildings, commercial offices, and laboratory facilities. Alec is typically involved in all phases of a project from conception at schematic design to final sign-off and owner turn over. He is a well-organized team member that works closely with clients to provide the best product for the overall project with his technical expertise. He utilizes his electrical knowledge and expertise to ensure that the client's design requests will meet all required electrical and energy codes.

### Professional Licensing

Electrical Engineer

Arizona Registration #65837

### Professional Affiliations

Arizona Society for Healthcare Engineering - Member

### Education

University of Arizona

Bachelor's Degree in Electrical Engineering  
with a Minor in Mathematics, 2012

### Related Project Experience

- **Santa Cruz County Building Mechanical Assessment and Upgrades**  
Nogales, Arizona
- **Santa Cruz County Complex HVAC Controls Upgrades**  
Nogales, Arizona
- **Glendale Fire Stations Apparatus Bay Exhaust**  
Glendale, Arizona
- **City of Tucson Hayden/Udall Fuel Facility**  
Tucson, Arizona
- **Transamerica Building Cooling Tower Replacement**  
Tucson, Arizona
- **Pima Community College Boiler Replacement**  
Tucson, Arizona
- **Sargent Controls South Building, High Velocity Cell Duct Reno**  
Tucson, Arizona
- **Pima County Old Courthouse, 2<sup>nd</sup> Floor TI**  
Tucson, Arizona
- **UA Tech Park Steward Observatory Electrical Service**  
Tucson, Arizona
- **UA Tech Park Steward Observatory Antenna**  
Tucson, Arizona
- **UA Tech Park Building 9030E Emergency Generator Replacement**  
Tucson, Arizona
- **UA Tech Park Building 9020, 9022, 9024 and 9030E Air Handling Unit Replacements and Control System Upgrades**  
Tucson, Arizona
- **UA Tech Park Raytheon AHU Replacement**  
Tucson, Arizona
- **UA Gould Simpson Cleanroom Reno**  
Tucson, Arizona
- **Town of Springerville Public Safety Analysis**  
Springerville, Arizona
- **5151 E. Broadway Generator Replacement**  
Tucson, Arizona



Principals:

Fernando Galvez, P.E., RCDD, CTM  
Christian K. Monrad, P.E., LEED® AP

Lawrence E. Monrad, P.E., Emeritus

**FERNANDO GALVEZ, P.E., RCDD**

Project Role: **Principal Electrical Engineer and Telecommunications Systems Designer**

Education: University of Arizona – 1988  
Bachelor of Science – Electrical Engineering

Registration: Professional Engineer (Electrical) Arizona – 23911  
Registered Communications Distribution Designer (RCDD) BICSI – 118206

32 years' experience as Principal Electrical Engineer and Telecommunications Systems Designer

39 years With Firm 39

Mr. Galvez P.E. has extensive experience in the design and specification of lighting, power, fire alarm, emergency, access control, intrusion detection, CCTV, pa/sound, intercom, and duress alarm systems.

Mr Galvez RCDD also has extensive telecommunications distribution systems design and specification experience for interbuilding copper and fiber backbone cabling, intrabuilding copper and fiber backbone cabling, horizontal copper cabling, MDF/IDF room , pathway systems.

Among the municipal and institutional facilities for which Mr. Galvez has designed various electrical, telecommunication and special systems are the following:

**FIRE CENTRAL / FS No.1 New Facility - City of Tucson 2009 CMAR, LEED Silver**

Complete electrical engineering services including lighting, power, emergency, telecommunications, access control, Multimedia, PA/intercom, lighting control, and fire alarm systems. Facility included Emergency Operations Center and HUB MDF room. 72,000 sq. ft.

**EVIDENCE STORAGE FACILITY Renovation - City of Tucson 2008 CMAR**

Complete electrical engineering services including lighting, power, emergency, telecommunications, access control, intrusion detection, CCTV, PA/intercom, Multimedia, duress alarm, and fire alarm systems. 70,000 sq. ft.

**WESTSIDE POLICE SUBSTATION Renovation - City of Tucson 2008 CMAR**

Complete electrical engineering services for new addition including lighting, power, emergency, telecommunications, access control, PA/intercom, Multimedia, duress alarm, and fire alarm systems. Facility included Emergency Operations Center and Campus MDF room. 75,000 sq. ft.

**THOMAS O PRICE/911 SERVICE CENTER – City of Tucson SECURITY UPGRADES 2005 DBB**

Complete electrical engineering services for card access control, CCTV, and gate intercom systems. Facility included fire and medical dispatch areas. 60,000 sq. ft

**FIRE STATION No. 22 New Facility - City of Tucson 2007 CMAR LEED Silver**

Complete electrical engineering services including lighting, power, emergency, telecommunications, PA/intercom, lighting control, and fire phone systems. Facility included fire dispatch areas. 20,000 sq. ft.

## Kenneth D. Perry, LEED AP

*Principal Civil Engineer*

### Education

B.S. Civil Engineering, University of Arizona, 1995

### Registrations

Professional Engineer: Arizona  
(#34010)

LEED AP Accredited Professional

### Associations

American Public Works Association  
(APWA) Member

Southern Arizona Homebuilders  
Association (SAHBA) Member

Pima County Regional Flood Control  
District (PCRFD) Former Advisory  
Council Chairman (Supervisor Ally  
Miller's District One Appointee)

American Institute of Architects (AIA)  
Southern Arizona Branch Past Affiliate  
Member Board Representative

Pima Association of Governments  
(PAG) Past Solar Partnership  
Committee Member

Ken Perry's engineering focus has been the development of commercial, educational, and industrial sites, medical facilities, residential subdivisions, and studies regarding the feasibility and infrastructure requirements of master-planned communities. He successfully manages interdisciplinary project design teams, and has completed planning level documents, improvement plans, specifications, and construction cost estimates for numerous projects. Ken is adept at coordinating amongst multiple jurisdictions, jurisdictional departments, and utility companies to achieve client objectives and hasten project completion. Ken is a LEED Accredited Professional

### Experience

**BWS Architects El Presidio Clement Fountain Restoration** | Tucson, AZ

**BWS Architects El Rio Grant Road Health Clinic** | Tucson, AZ

**City of Tucson Christopher Columbus Park** | Tucson, AZ

**City of Tucson Southside Safety Complex** | Tucson, AZ

**City of Tucson Environmental Services On-Call** | Tucson, AZ

**City of Tucson Historical Preservation On-Call** | Tucson, AZ

**TMC Rincon Hospital** | Tucson, AZ

**Community Food Bank of Southern Arizona** | Tucson, AZ

**Tucson Fire Department Station No. 8** | Tucson, AZ

**Live Theatre Workshop** | Tucson, AZ

**Child-Parent Centers** | Tucson, AZ

**Sam Hughes Court** | Tucson, AZ

**St. Mary's Medical Pavilion** | Tucson, AZ

**Westbridge at Silverbell Residential Subdivision** | Tucson, AZ

**Las Cabanas Residential Subdivision** | Tucson, AZ

**Foothills RV & Self-Storage** | Tucson, AZ

**Canyon Del Oro High School Parking Lot Improvements** | Tucson, AZ

**El Rio Grant Road Community Health Clinic** | Tucson, AZ

**El Rio Pascua Yaqui Tribe Health Center** | Tucson, AZ

**St. Mary's Medical Pavilion** | Tucson, AZ

**Southern Arizona Community Food Bank** | Tucson, AZ

**City of Tucson Southside Public Safety Complex** | Tucson, AZ

**Drexel Heights Fire District Station 401** | Tucson, AZ

**Drexel Heights Fire District Administrative Building** | Tucson, AZ

**Marana Health and Wellness Center** | Marana, AZ

**Child-Parent Centers** | Tucson, Bisbee, and Douglas, AZ

**Wilmot Tower Self-Storage Facility** | Tucson, AZ

**University of Arizona Pi Beta Phi Sorority House** | Tucson, AZ





**ARC studios,  
incorporated**

3117 east flower street  
tucson, arizona 85716  
phone 520 882 9655  
[www.arcstudiosinc.com](http://www.arcstudiosinc.com)



**ERIC R. BARRETT, RLA**

PRINCIPAL LANDSCAPE ARCHITECT  
ARC Studios, Incorporated

education: bachelor of landscape architecture, university of arizona 1996  
professional registration: AZ #39813, NM #473, TX #2667 (landscape architect)

Eric Barrett is a graduate of the University of Arizona's School of Landscape Architecture and has over twenty-six years of professional experience. He has been with ARC Studios in Tucson Arizona since 1996 and became a principal in 2000 and president in 2020. Through his many years with the firm, he has gained knowledge and experience of local, state, and federal ordinances, codes, and regulations. He has a proven track record of keeping projects on schedule and within budget. His knowledge of hardscape construction, landscape and irrigation installation and maintenance allow him to keep the design and construction processes focused and accountable. Mr. Barrett has significant construction administration experience on civic and institutional projects. His technical experience in water harvesting and irrigation design makes him an integral part of the design team.

***selected project experience***

Tucson Convention Center and Historic Landscape  
Tucson, Arizona

El Rio Cherrybell Health Clinic  
Tucson, Arizona

Silverlake Park (Kino and 36<sup>th</sup> St.) and Reginal Flood Control  
Tucson, Arizona

Reid Park Zoological Society  
Tucson, Arizona

UniSource (Tucson Electric Power)  
Tucson, Arizona

Union on 6<sup>th</sup>  
Tucson, Arizona

Mariposa Port of Entry  
Nogales, Arizona



## JILL SWEET, ASID, IIDA, NCIDQ

J Sweet Commercial Designs, LLC – Principal Interior Designer

10441 E Avalon Park St, Tucson, AZ 85747 / 520.975.3317 / [www.jsweetdesigns.net](http://www.jsweetdesigns.net)

After fulfilling her role as Branch Design Manager & Senior Interior Designer for a nation-wide commercial interior design firm & working as an interior designer for the Tucson VA Medical Center, Jill founded J Sweet Commercial Designs. Jill brings to the table over 15 years of commercial interior design experience with special emphasis on government, healthcare, education, & corporate design disciplines. Jill is a decorated Veteran, serving 23 years as an Intelligence Professional in the United States Air Force.

Jill strives to create timeless, dynamic interior spaces that capitalize on valuable real estate, is in harmony with the architectural style & the local culture & surroundings, promotes healthy & safe environments, & is aligned with the Client's unique design aesthetic, branding message, workflow, functional requirements, & budgetary goals.

Jill is responsible for project code review, programming, conceptual design, interior building finish selections, space planning, furniture finish selections, furniture & specialty equipment specifications & procurement documentation, & construction administration.

### SELECTED PROJECT EXPERIENCE

2015 – Present, *Open-End Interior Design Contract, Tucson Medical Center*; since 2015, Jill has been providing on-demand interior design services for the 1.2 million sf, 600+ bed regional hospital. Projects vary from large scale renovations, conceptual art installations, office reconfigurations, to new construction projects of various sizes & complexity, such as the new TMC Rincon Neighborhood Hospital.

2021 – Present, *On-Call Interior Design Contract, Mt Graham Regional Medical Center*

2022, *Indian Health Services, Hopi Quarters, Polacca, AZ*, (4) 2,525 sf new dwelling units/16 one-bedroom apartments; design services included developing furniture plans & furniture, fixtures, & equipment procurement documentation.

2022, *Indian Health Services, Parker Quarters, Parker, AZ*, (4) 2,436 sf new duplex units/(8) two-bedroom apartments; design services included developing furniture plans & furniture, fixtures, & equipment procurement documentation.

2019 *Connie Hillman Family Foundation House, Tucson, AZ*, 9,500 sf 2-story tenant improvement; 16-unit transitional health & wellness housing facility for homeless mothers & children; design services included exterior paint, kitchen design, interior building finishes, finish plans, furniture finish selections, furniture specifications/procurement documentation, bid evaluations, & furniture plans.

2013, *Pima County Wireless Integrated Network*, 5,000 sf expansion/4,500 sf remodel; design included expanding Tucson Police Department's 911 dispatch & remodeling existing dispatch terminals for Fire & Police Departments, ancillary areas, staff support facilities, offices, breakroom, & meditation spaces.

2013, *US Marine Corps, Bridgeport Fire Station, Bridgeport, CA*, 8,000 sf addition & renovation; two-story facility included designing offices, conference center, garage bays, fitness center, & staff quarters (dorm rooms, kitchen, living room, home theater & shower facilities).

2012, *USACE Seattle District Headquarters, Federal Center South Building 12021, Seattle, WA*, 250,000 sf new construction; 3 story building included open-air atrium with commons area, auditorium, 51 conference & meeting rooms, executive suite, collaboration seating vignettes & 700 private offices & workstations.

### EDUCATION

Bachelor of Arts in Interior Design Southwest University of Visual Arts, 2009 (CIDA accredited university)

Associates in Communications Applications, Community College of AF

### PROFESSIONAL REGISTRATION

NCIDQ (National Council of Interior Design Certification) #30761

### PROFESSIONAL INVOLVEMENT

ASID (American Society of Interior Designers), Professional Member

IIDA (International Interior Design Association), Professional Member

### AWARDS / COMPETITIONS / HONORS

2<sup>nd</sup> Place Commercial Space Under 2,500 SF, 2018 ASID Design Excellence Awards

2<sup>nd</sup> Place Commercial Over 2,500 SF 2018 ASID Design Excellence Awards

2<sup>nd</sup> Place Commercial Space Over 2,500 SF, 2017 ASID Design Excellence Awards

3<sup>rd</sup> Place Singular Residential Space, 2008 ASID Design Excellence Awards

Decorated Veteran, United States Air Force, Retired Senior Master Sergeant/E8



## Trip McGrath Cost Estimator

Trip McGrath founded Compusult in 1983 and is a Lifetime Certified Professional Estimator (LCPE). He offers project construction industry experience stretching over three decades. Trip is experienced in producing estimates based on conceptual data to construction documents, and in performing bid and change order evaluations, and provides cost estimates for the project at the end of programming, schematic design, and design development, as well as at 50% and 100% completion of the Construction Documents.

Trip offers estimates based on very preliminary information to construction documents and change order evaluations. Additionally, Trip will conduct constructability reviews, document quality review services, and value engineering assistance. Compusult has an extensive historical database of project costs.

### Education

The College of Wooster, Bachelor of Arts, Biology

### Years of Experience

39 years with Compusult, Inc.

### Professional Affiliations

American Society of Professional Estimators, Lifetime Certified Professional Estimator

## Project Experience

- **ENVIRONMENTAL SERVICES SELF HAUL**  
CITY OF TUCSON \$5.5M
- **ENVIRONMENTAL SERVICES CONTAINER MAINTENANCE**  
CITY OF TUCSON \$4.2M
- **TUCSON CITY COURTS RENOVATION**  
CITY OF TUCSON \$10.5 M
- **HOUSEHOLD HAZARDOUS WASTE FACILITY**  
CITY OF TUCSON \$2.1 M
- **MLK BUILDING TOWER GENERATOR**  
CITY OF TUCSON \$330 K
- **TUCSON WATER WELL MAINTENANCE**  
CITY OF TUCSON \$2 M
- **LOS REALES LANDFILL ENTRY FACILITIES**  
CITY OF TUCSON \$6 M
- **FT. LOWELL PARK ADKINS PARKING LOT**  
CITY OF TUCSON \$84 K
- **TUCSON HOUSE PHYSICAL NEEDS ASSESSMENT**  
CITY OF TUCSON \$4 3M
- **HCD TUCSON HOUSE FIRE PUMP**  
CITY OF TUCSON \$155 K
- **LAOS TRANSIT CENTER RESTROOM IMPROVEMENTS**  
CITY OF TUCSON \$168 K
- **HOPE VI HOUSING – BARRIO SANTA ROSA**  
CITY OF TUCSON \$11 M
- **TUCSON GREYHOUND TERMINAL RELOCATION**  
RIO NUEVO \$1M

## 02 FIRM/TEAM EXPERIENCE ON SIMILAR PROJECTS



**SAFFORD POLICE STATION**  
CITY OF SAFFORD, ARIZONA



### A. EXPERIENCE ON SIMILAR PROJECTS

Almost 75% of our work, annually, comes from repeat clients. Over the years, we have regularly been selected for as-needed/on-call contracts and many have been renewed multiple times. These have included contracts with the Phoenix Area Indian Health Service, Arizona State University, Northern Arizona University, University of Arizona, Pima Community College, the cities of Phoenix, Tucson and Flagstaff, Maricopa, Pinal, Pima and Cochise Counties, the Town of Gilbert, City of Tucson and many others. Our work encompasses projects ranging in size and complexity, from \$70 million laboratory buildings to \$20,000 re-roofing and re-paving projects.

Our success comes from a proven, all inclusive process. This process will be applied to all projects assigned from this pre-qualified contract. We have strong experience in the planning and design of projects of all sizes, including facility assessments, small renovation projects, expansions to existing and occupied sites, and new construction. We understand that every project is important and every design decision has an impact. We recognize that every one of those decisions enriches the experience, well-being and performance of those who use, work and maintain these facilities. We will work with you to understand your goals and tailor an approach that is appropriate and inclusive.

### B. RELEVANT PROJECTS

The projects that follow are just a small sampling of the range of work with which we have experience. We worked collaboratively, as described above, with each client to address the project goals in a creative, functional, budget-conscious way.

Prior to working with BWS Architects, I heard wonderful things about their firm from the City of Safford Staff. I'm happy to report they lived up to their accolades. Not only have they designed a beautiful, highly functional, state-of-the art facility for our police department, they helped make the process smooth and enjoyable. I highly recommend BWS Architects to anyone seeking great design and quality service from senior staff, including Principals."

#### **Glen O. Orr**

CHIEF OF POLICE  
SAFFORD POLICE DEPARTMENT



## PROJECT EXAMPLES



### REFERENCE

#### City of Tucson

Clayton Trevillyan  
Chief Building Official  
clayton.trevillyan@tucsonaz.gov  
52.837.4913

### ■ Tucson Economic Advancement Center Renovation

TUCSON, AZ | 17,500 SF | \$1.5 M | OCTOBER 2020

This project implements the City's intention to create a highly professional One Stop Shop to address all of the public's development related services in a single location. Therefore, the space needed to be organized around the customer experience while at the same time creating a desirable working environment for City staff. The resulting project provides a positive first contact experience for visitors, state of the art technology, and improved access to views and daylight for staff and the public.

### REFERENCE

#### City of Douglas, Arizona

Carlos De La Torre,  
Former City Manager  
(now with the City of Tucson)  
carlos.delatorre@tucsonaz.gov  
520.837.3783

### ■ Douglas Government Center Historic Phelps Dodge Facility Assessment + Renovation

DOUGLAS, AZ | 60,000 SF | \$4.1 M | JUNE 2013

The City of Douglas and Cochise County collaborated to renovate the historic 60,000 square foot Phelps Dodge Mercantile Building located on G Avenue in downtown Douglas. Prior to the renovation work, our firm performed a complete Facilities Assessment of the historic building. The renovation project made substantial upgrades to the building structure, strengthening floors to meet contemporary code requirements, adding floor and roof structural diaphragms, and improving connections between diaphragms and walls. The existing mechanical, fire protection and electrical systems were abandoned and new systems were designed to meet contemporary comfort, safety and communications standards for a governmental office building.

### REFERENCE

#### Maricopa County

Charles "CJ" Jones, Deputy Director  
charlesjones@mail.maricopa.go  
602.372.3372

### ■ Elections Recorder's Office Security Improvements

MARICOPA COUNTY ON-CALL | PHOENIX, AZ | 20,000 SF | \$657,000 | DEC 2020

This project includes safety and security improvements at the public lobby of the Elections and Records offices. The public counter and glazing was replaced with security rated materials. Within the Elections office, a dry fire suppression system was installed at the Ballot Tabulation Area.

## PROJECT EXAMPLES



### ■ Maricopa County Flood Control Interior Refresh

MARICOPA COUNTY ON-CALL | PHOENIX, AZ | 53,825 SF TOTAL | \$1.2 M | APRIL 2021

This project included complete renovations of existing staff restrooms, locker rooms, breakrooms, open office coffee stations and stairways in the 1989 Flood Control Administration Buildings 1402 and 1404. The work was broken into five scopes within one hard bid package. The restroom refresh included new finishes, lighting and plumbing fixtures. Staff Locker Rooms updates and ADA shower and water closet modifications. In the open office areas, coffee station casework and sinks were replaced. Breakroom Refresh work included new casework, paint and flooring with counter adjustments to accommodate a coffee station. Stairway updates included replacing lights with LED fixtures, repaint, and new flooring.



I would like to say how appreciative I am of the work that was done by all the people involved in this project. The knowledge from any and all of the BWS employees was exceptional. All questions and concerns were answered in a timely manner and to our satisfaction. Our expectations of the final building were exceeded.”

#### **Tony Hines**

FACILITIES MANAGER  
GREENLEE COUNTY  
SOUTH SERVICE ANNEX



### ■ Greenlee County Duncan South Service Annex

DUNCAN, AZ | 13,000 SF | \$2.4 M | MARCH 2013

The Greenlee County South Annex is home to new governmental offices, a court room, clinical healthcare areas and a training kitchen for food preparation classes as part of the U of A Extension. The courtroom has been designed to serve as an Emergency Operations Center, MPR, and Voting site for the Town of Duncan. A lightning protection system and the raised building elevation protect the building from potential flooding and storm conditions. The building includes a rainwater collection cistern that is used to water the garden and landscape throughout the site. The entry lobby and corridor to the adjacent office spaces serves as a breakout space for public gathering or pre-function space for larger functions within the courtroom.

#### **REFERENCE**

##### **Greenlee County**

Tony Hines, Project Manager  
thines@greenlee.az.gov  
928.687-2001



## PROJECT EXAMPLES



### REFERENCE

#### Pima County Facilities Management

Martyn Klell RA  
Architectural Manager  
martyn.klell@pima.gov  
520.724.3106

“It is my pleasure to write this letter of recommendation for BWS Architects for their excellent services provided to Pinal County Facilities Management. We have enjoyed working with BWS Architects and have found them to be an excellent firm, valuable technical resource, timely in their completion of tasks, and a professional member of our team, and have always been cognizant in the best interests of Pinal County.”

#### Archie Carreon

DIRECTOR, PINAL COUNTY  
FACILITIES MANAGEMENT



#### ■ W. Anne Gibson/Esmond Station Public Library

PIMA COUNTY | VAIL, AZ | 9,000 SF | \$2.7 M | SEPTEMBER 2020

The new library occupies the southeast corner of the Esmond Station Regional Park, for which BWS developed the master plan. The building is sited to take advantage of tremendous mountain views, while maximizing the use of the available acreage and minimizing the amount of roadway paving. Pedestrian access is convenient from the nearby historic rail bed, which now serves as a trail. The building systems were designed to be energy efficient, supported by a high performing building envelope, use of daylighting, LED lighting, and low water use fixtures. The site design included drought tolerant native plants and passive water harvesting techniques.

#### ■ Eckstrom-Columbus Library Expansion + Renovation

TUCSON, AZ | 13,000 SF | \$868,000 | MARCH 2013

Renovation/expansion work included the removal and replacement of finishes, lighting, HVAC, and electrical distribution systems, new mechanical equipment, the infill of 3,200 square feet of original unenclosed building roof and structure, and an updated, fresh entrance facade.

#### ■ Pima County Public Defense Services at Juvenile Courts

TUCSON, AZ | 16,600 SF (NEW) & 4,000 (RENOV) | \$5.7 M EST. | APRIL 2022

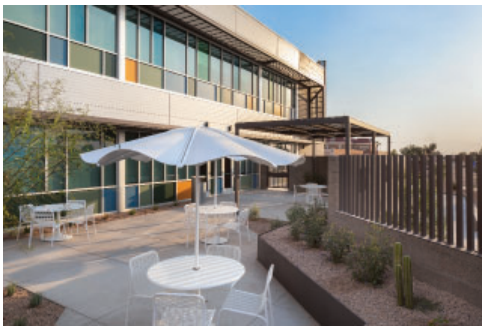
Pima County Public Defense Services consists of three departments - the Office of Children's Counsel (OCC), the Legal Defender Dependency Unit (LD), and the Public Defender Delinquency and Dependency Unit (PD). The project consists of a new building and the addition and renovation of another on the Pima County Juvenile Courts campus. Light wells bring natural light deep into the heart of the buildings and all offices and workstations enjoy windows that open directly to the exterior or "borrow" light through adjacent spaces. The building design team worked carefully with an artist to incorporate public art in a meaningful and impactful way.

#### ■ Casa Grande Clinic Interior Renovation

PINAL COUNTY ON-CALL | CASA GRANDE, AZ | 7,700 SF | \$614,000 | 2017

The Pinal County Casa Grande Community Health Clinic replaced a facility that had been in use for over 25 years, and was over-crowded, out of date, and technically deficient. The new clinic is an interior fit-up of a long-term lease space and was intended to provide a warm and welcoming atmosphere for the mostly low-income clientele.

## PROJECT EXAMPLES



### REFERENCE

#### **Pinal County Public Works Facilities Management**

Archie Carreon, Director  
archie.carreon@co.pinal.az.us  
520.866.6416

### REFERENCE

#### **Town of Gilbert On-Call Contract**

Melanie Dykstra  
Project Manager  
melanie.dykstra@gilbertaz.gov  
480.503.6953



### ■ **Pinal County Development Services Center**

FLORENCE, AZ | 50,000 SF | \$13.2 MILLION | PHASE ONE PROFESSIONAL/  
CONSTRUCTION SERVICES COMPLETED: MAY 2021

The project began with an assessment of existing buildings and the development of a Master Plan. The new two-story, 50,000 SF building houses the Community Development, Public Works, and Air Quality departments and the more than 20 sub-groups within the departments. Site constraints forced west and east solar orientations which were addressed passively with the use of a breathable perforated metal building skin over simple masonry construction. Departmental flexibility was achieved through a zoning plan that groups similar workspace types, hard-walled offices and open workstations, in a way that allows for easy expansion or contraction. Transparency between work zones, large expanses of north glazing with small east and west windows, and natural light brought in from rooftop monitors through the second floor to the first, contribute to a light, airy, and healthy environment. In response to budget constraints, a portion of existing Building F, the former jail, was renovated and infused with technology to become the new Emergency Operations Center and Board of Supervisor's facility.

### ■ **Central Pinal Justice Court + Health Clinic Renovations**

PINAL COUNTY ON-CALL | COOLIDGE, AZ | 15,500 SF | \$2.8 MILLION | 2019

BWS first completed a feasibility study of the existing 10,500 SF former grocery store including programming for the public health clinic and justice center. The study also included an assessment of the existing structure, mechanical and electrical systems. The study confirmed the building could adequately accommodate the County's needs to serve the central Pinal geographic area. BWS Architects was then contracted to complete the design, documentation and construction administration for the approved project.

### ■ **Heritage Center Page Park Renovation | GILBERT, AZ**

TOWN OF GILBERT ON-CALL | GILBERT, AZ | 8,500 SF | \$1.2 MILLION | APRIL 2018

The Town of Gilbert received a Community Development Block Grant to renovate their Page Park property into a Wellness and Resource Center for non-profit agencies to provide public services such as medical, dental, behavioral, nutritional, family services and early childhood. BWS performed an assessment study of the Page Park building to determine the viability for the proposed wellness and resource functions. We then designed appropriate renovations to meet the project goals and needs of the Gilbert community. The project was hard bid in February 2017 and was placed on hold until federal funding became available in June 2017.



## PROJECT EXAMPLES



### REFERENCE

#### USDA Forest Service

Joel Mona PE, Civil Engineer  
Project Manager (Retired)  
joelmona@gmail.com  
928.978-1387



### ■ USDA Payson Master Plan + Phase 1 Ranger Station

PAYSON, AZ | 13,000 SF | \$5.5 MILLION | AUGUST 2019

This 16,500 SF US Forest Service Ranger Station recently completed construction. Due to the rural nature of the area and the difficulty in transporting materials, the team a structural insulated panel (SIP) system for the construction for the exterior walls. This decision helped reduce construction cost and increase energy saving performance. The project is more water and energy efficient than most buildings of this type. This project was part of a larger, master plan effort and required renovation and additions to infrastructure elements including electric, water and transportation roadway.



### REFERENCE

#### City of Safford

Hilary Cuenin, Project Manager  
hcuenin@saffordaz.gov  
928.432.4082



### ■ Safford Police Station

CITY OF SAFFORD, AZ; 7,000 SF | \$2.4 M | APRIL 2021

The new Police Station includes a training room with securable public rest rooms and table and chair storage, squad room, exercise room, lockers, showers and employee rest rooms, patrol report room, interview room, holding / processing area (no cell), offices (Chief, Captain, Chief's Administrator and others), patrol sergeant's open office areas (2), small conference rooms (one for victim waiting), records clerk / reception station (behind bullet-resistant glazing), public waiting area, records storage room, kitchen / break room, and suspect rest room.

## PROJECT EXAMPLES



### REFERENCE

#### **EL Rio Community Health Center**

Ken Sand, Director of Facilities  
and Environmental Services  
kenneths@elrio.org  
520.309.3735

### REFERENCE

#### **The University of Arizona Facilities Design + Construction**

Debra Johnson, Design Director  
debraj@email.arizona.edu  
520.626.2420

### REFERENCE

#### **Pima Community College Facilities Management**

Ernie Federico, Director  
efederico@pima.edu  
520.206.2661

### REFERENCE

#### **Indian Health Service IDIQ Contract**

Steve McGovern, Project Manager  
steve.mcgovern@ihs.com  
602.364.5066



### ■ **Southeast II Health Clinic Expansion - LEED Certified**

EL RIO HEALTH | TUCSON, AZ | 33,000 SF | \$7.5 MILLION | NOV 2019

This new El Rio Clinic offers holistic health care to under-served populations, providing a rich and uplifting clinical environment. The facility is bright, clean, filled with colorful furniture, and welcoming colors. The Southeast Clinic uses bio-based linoleum flooring throughout in brilliant colors and patterns. All coatings are zero-VOC, and very cleanable. Large windows, glazed with high performance insulating provide daylight in all spaces, including exam and treatment rooms. The multipurpose/training room where neighborhood meetings are held and nutrition classes occur has a full height window wall facing the Santa Catalina Mountains to the north. All lighting is daylight-controlled LED. About 80% of building energy is provided by parking canopy-mounted solar panels, which also provide shaded parking spaces for most of the available parking

### ■ **Student Union Pangia Patio**

UNIVERSITY OF ARIZONA ON-CALL | 2,656 SF | \$238,000 | JANUARY 2021

The patio renovation consists of a technology-rich outdoor dining and student gathering space. It includes steel shade structures, low water landscaping, power and WiFi for student collaboration.

### ■ **Downtown Campus Center for Integrated Learning-Title V Reno**

PIMA COMMUNITY COLLEGE | TUCSON, AZ | 29,000 SF | \$950,000 | DEC 2019

The CIL areas support instruction and collaboration by creating highly flexible, Smart technology equipped, formal and informal learning spaces. It includes new classrooms that are adaptable spaces with wireless connectivity and portable furnishings—areas that can be readily reconfigured and customized for small and large groups.

### ■ **Supai Village Community Health Center + Staff Quarters**

PHOENIX INDIAN HEALTH SERVICE IDIQ | SUPAI, AZ | 12,318 SF | \$6.6 MILLION | 2021

Initial work included complete space needs study and Master Plan. The new two-story building includes a community healthy center on the first floor and single efficiency and two-bedroom apartments on the second floor for visiting medical professionals.



# 03 FIRM QUALIFICATIONS



## WE ARE EXPERTS IN:

- BUILDING CODE ISSUES
- BUILDING SYSTEMS DESIGNED FOR HEALTHY LEARNING ENVIRONMENT
- DESIGNING AROUND ACTIVE, OCCUPIED SPACES
- DESIGNING FOR FLEXIBILITY
- DESIGNING FOR LONG TERM MAINTENANCE
- DESIGNING FOR SUSTAINABILITY, HIGH-PERFORMANCE DESIGN
- EXISTING UTILITIES
- INCORPORATION OF OUTDOOR SPACES
- SENIOR EXPERIENCED STAFF DEALING WITH SMALL MESSY PROJECTS, PROACTIVE AND KNOW WHAT POTENTIAL CHALLENGES TO ADDRESS EARLY ON.
- UNDERSTANDING PEDAGOGY
- UNDERSTANDING SCHEDULE AND BUDGET AND THE IMPORTANCE

## WHY BWS ARCHITECTS

BWS Architects has over 30 years of experience in planning and design of public/community-driven environments. We use an inclusive and interactive design process that is crucial to fully capturing your aspirations. By embracing the creative voice that everyone brings to each phase of the design process, together we ignite creativity and translate your values into physical space. We listen. We care. We find the right fit for your needs.

**Principal Leadership:** Firm principals Robin Shambach, Sue Gray, Chris Pinkerton and Frank Slingerland have crafted an agile firm dedicated to design and practice at the highest levels. We carefully select projects so that principals can stay fully engaged in key roles from start to finish. BWS has earned a reputation for quality design resulting from a very collaborative approach and we possess a proven record of meeting budgets and schedules. We are known for producing complete construction documents that yield quality buildings and smooth construction processes. For these reasons, BWS Architects received the prestigious AIA Arizona Firm of the Year Award in 2014.

**Statewide + State-of-the-Art:** We combine this Principal leadership with state-of-the-art technology for project management, scheduling, design and documentation. We pride ourselves on combining the best practices of architectural innovation with responsive and personal commitment to your project success. Our firm is committed to professional development and bringing to our clients best practices in 21st century architectural design, within each client's budget, and with the personal dedication of an Arizona based focus.

**Committed Professionals & Technical Resources:** Highly trained professional staff, state-of-the-art equipment, and personal commitment along with staff interaction and role flexibility allows us to work together to serve our clients at the highest level.

## A. ENGAGING/INTERACTIVE PLANNING PROCESS

The BWS Architects team knows that good design can vastly improve work performance and increase staff utilization. Each of our projects is unique, designed specifically to address its particular circumstances. We always strive to learn what our clients value and to understand their needs, preferences, and priorities. A key technique used throughout our design approach is active listening. Our experience designing dynamic environments, large or small, and familiarity with current thinking in the development of productive, collaborative, and healthy environments, will enable us to come to meetings prepared with questions and ideas for you to consider.

We will want to hear about each project's goals and objectives as well as your budget and schedule for the project. We want to hear your comments and ideas and then incorporate a technique called "Displayed Thinking" to graphically document our findings, including your comments, and engage all stakeholders, during each of the following steps:

### 1. ESTABLISH GOALS:

During initial meetings with your Planning Committee, we will discuss the project in broad terms and establish clearly defined goals. We will also want to hear from any other stakeholders that you identify, including maintenance and security staff, administrators and department heads to learn their priorities. These goals will be the yardstick by which we ultimately measure our success on each project awarded through this on-call contract.

## Displayed Thinking SITE OPTIONS



### 2. GATHER FACTS:

A thorough understanding of a project's existing conditions is critical to determining a design solution. We carefully analyze the site for stormwater drainage, traffic control, views, utilities, and many other existing conditions, that inform our decision-making.

### 3. DETERMINE NEEDS:

We will meet with your Planning Committee, those who will work in this facility and those who plan to use the facility to develop the functional relationships and the space requirements. We will consider existing needs and the potential for growth and change. We will want to understand which departments work most closely with each other and which will have the most need for access by vendors or the public.

### 4. TEST OPTIONS:

Based on the space needs and functional relationships developed in Step Three, we will develop conceptual options for organizing the new facilities and present them to the Planning Committee for their review and comment.

After we have received your comments on the various options, we will combine the best features into a second round of planning diagrams, continuing this process until we arrive at a plan that meets all the goals.

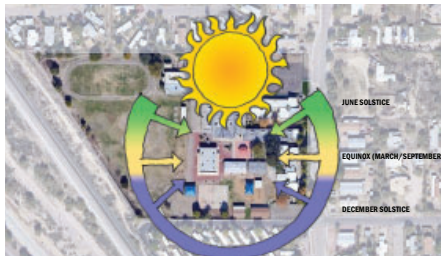
### 5. DEVELOP RECOMMENDATION:

We incorporate final comments, resolve cost issues, and prepare a final plan to be used as a basis for further design. Based on the preferred plan, we work with you to select appropriate building materials and systems, and to estimate the cost of construction.

#### EXISTING BUILDINGS & USES



#### SOLAR EXPOSURE



#### VEGETATION & PLANTINGS



#### SITE DRAINAGE



#### Documentation

- After you have reviewed and approved the space plans, we will continue technical development during the Design Development and Construction Documents phases. We will continue to coordinate with you as our team elaborates on the design of all the building systems.

- The conclusion of this phase is the preparation of sealed Working Drawings and Specifications that will be used for permitting, bidding and construction.

#### Budget/Construction Cost Control

- Our Estimator, Trip McGrath of Compusult, is extremely adept in developing conceptual cost estimates from drawings that do not yet have the level of detail typically required by a contractor. This ability gives our team the means to check our design work for budget conformance throughout the process, even during the very early phases such as programming, conceptual design and schematic design. Trip works very closely with our designer to understand design intentions and together they develop ways of meeting the design and budgetary goals.
- Our team uses a Design Evolution log to track progress and keep the evolving design on budget. Formal estimates are completed at the end of each phase - Programming, SD, DD, CD- and sometimes at intermediate points in the process. The Design Evolution log is used to track changes in the design, but also to understand what has been included in the estimates and what has not. It is equally important to know what has been designed and how what has not been designed yet is accounted for in the estimates. By formally having this dialogue, our team will ensure cost estimates are complete and accurate, and will provide a path to compliance with the established budget at all points during the design process. Another time-tested method of ensuring that the final budget is acceptable, and comes with "no surprises", involves the use of alternates, or elements of a project that can be added or removed easily to control costs and address market conditions.



## BIM EXAMPLE



3D RENDERINGS



COMPLETED PROJECT



**DEVELOPMENT SERVICES BUILDING**  
PINAL COUNTY FACILITIES MANAGEMENT  
FLORENCE, ARIZONA



- Building Information Modeling (BIM) is a design and documentation methodology that, when used properly, creates a reliable, coordinated and consistent digital representation of a building for design decision-making, construction document production, performance testing and actual construction administration. This process allows for fewer design changes, which also keeps cost estimates on target.  
**EXAMPLE SHOWN ABOVE - CLICK OR SCAN QR CODE TO VIEW 3D VIDEO**

### Schedule Control

- Our Project Manager, Robing Shambach, is responsible for making sure the schedule is met by the team. She will be personally involved in your project from beginning to end, providing thoughtful, effective leadership for the entire project team. Here are some of the steps we take:
- At the initiation of the project, Robin will confirm our comprehensive, detailed schedule / work plan that indicates tasks, durations, milestones, and responsibilities. Participation, acceptance, and commitment of all team members, including you, the owner, in the development of the schedule / work plan, is critical to the project's success.
- She will meet with you and the entire consultant team to review, receive input and garner commitments from the entire team to establish the Project Schedule.
- The schedule is a management tool that Robin will implement and update on a continuous basis. She will review actual performance against scheduled performance weekly and at every team meeting to make sure the project stays on track.



**WHITERIVER SPECIALTY CLINIC**  
PHOENIX AREA INDIAN HEALTH SERVICE  
IDIQ CONTRACT | WHITERIVER, ARIZONA

“From the very first interview with Ms. Shambach and her team, she made it clear that she would be actively involved in every project; and she has followed through on this promise. In the past 8 years, nearly all of the design planning and review meetings have been led by Ms. Shambach. When the inevitable issues arise, as they do on any complex project, her level of familiarity with the projects has resulted in prompt and equitable resolutions. We look forward to our ongoing relationship with Ms. Shambach and the entire BWS team.”

**CAPT Steve McGovern, PE**  
PHOENIX INDIAN HEALTH SERVICE  
DIVISION OF FACILITIES  
ENGINEERING, DIRECTOR (ACTING)



### Quality Assurance

BWS Architects has an outstanding record of preparing accurate and complete Construction Documents that provide a reliable basis for permitting, pricing and construction. This record is no accident. We employ several specific techniques to ensure the quality of our documents:

- Our Project Manager, Robin Shambach, has the ultimate responsibility for the project’s success and for maintaining firm-wide best practices for quality control and document completeness
- Robin will lead the projects through every phase, from the initial kickoff through to final completion of construction. She is knowledgeable and skilled, and knows how to make your project a success.
- The Project Architect assigned to each project will be responsible for the Construction Documents, applying years of experience to the preparation of documents that communicate effectively to the contractor, subcontractors and vendors.
- Our Project Architects all have experience taking the project through Construction Administration, but we have also included Steve McKnight, our Construction Administrator, to allow for more flexibility in the field. When Steve is assigned to a project, he will be working closely with the Project Architect. Steve will be responsible for answering RFIs/ASIs and being the team’s overall eyes and ears on the site. Steve also performs Quality Control Reviews for clarity and consistency.
- During the Design Development and Construction Document phases, Robin will lead round-table quality control sessions with our architects and consultants. During these sessions, we scrutinize every building system to ensure completeness and coordination. These meetings can be face-to-face, or we are also available through many different virtual platforms, such as Zoom and MS Teams.

### Bidding & GMP Development

Our involvement does not end with issuance of the Construction Documents; if the Construction Manager-at-Risk delivery method is used we continue to be heavily involved during the development of the GMP (guaranteed maximum price). If hard bid, we assist in the bidding stages by answering questions and clarifying drawings and specifications. Our positive attitude and timely responses to contractor questions will set the tone for a collaborative and non-confrontational construction period.





“The common sense approach to the issues that arose on the multiple projects that we have worked on with BWS is refreshing, one that expedites project completion and has economical responsibility for the owner.

In my 30 years of construction management this was the most professional architectural team I have worked with.”

**Bob Harrison**  
SR. PROJECT MANAGER  
CHASSE BUILDING TEAM

## Errors or Omissions

BWS Architects has a solid reputation for high-quality Construction Documents and for clear representation of design intent throughout the process. We are as collaborative in construction as in design and work to be problem solvers.

### Some attributes of our efforts to solve Errors or Omissions will include:

- BIM / REVIT TECHNOLOGY ASSISTS IN THE CLASH-DETECTION PROCESS LONG BEFORE THE PROJECT STARTS CONSTRUCTION
- PRODUCTION OF THOROUGH AND HIGH-QUALITY CONSTRUCTION DOCUMENTATION
- INCLUSIVE AND COMMUNICATIVE DESIGN PROCESS TO IMPROVE DOCUMENTATION
- A CONSTRUCTION CONTINGENCY TO COVER UNFORESEEN CONDITIONS
- THE PROJECT ARCHITECT WHO HAS PRODUCED THE DOCUMENTS WORKS CLOSELY WITH CONSTRUCTION ADMINISTRATOR TO ENSURE THE DOCUMENTS ARE EXECUTED PROPERLY
- FIRM, BUT FAIR, IN EVALUATING ANY COST ITEM REQUESTS DURING CONSTRUCTION. PROVIDE OUR OWN ESTIMATE OF COST TO COMPARE WITH THE CONTRACTOR'S.

## Subconsultant Qualifications

BWS Architects selects the best subconsultants for each project, based on project scope and their direct experience with similar projects. We have developed great working relationships in our 30 years of business and our communication and management strategies allow us to work easily with a range of consultants. However, we are open to working with any engineering consultants the City of Tucson is already contracted with and feel would be a great fit the identified projects.

PLEASE SEE TAB 01/TEAM EXPERIENCE + QUALIFICATIONS

## B. CONSTRUCTION ADMINISTRATION

Our Project Architect (PA), who prepared the working drawings, will also be our Construction Administrator. Completely familiar with the drawings, the PA is in excellent position to promptly answer contractor questions and confirm compliance with the documents.

To allow for flexibility in the field, and for multiple projects awarded, we also have a dedicated Construction Administrator who performs QC reviews on the Construction Documents, works closely with the Project Architect and offers additional support on construction-related issues, answering RFIs, reviewing submittals, generating ASIs, creating field reports, and providing quality control reviews throughout the design and documentation phases.

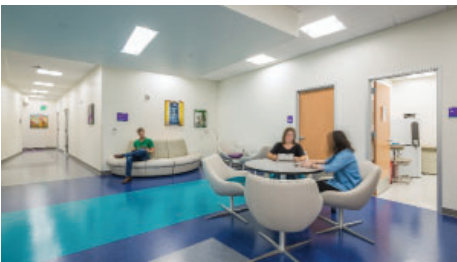
## C. CONSTRUCTION COST ESTIMATING

Our firm is fully committed to meeting your budget. Every project that we have designed and bid during our 30 years in business has been awarded and constructed. Trip McGrath with Compusult, our long-time cost estimating consultant, has a deep understanding of the construction and materials market statewide.

## Balancing Goals and the Project Budget

We know from experience that early reconciliation of the budget with the program, existing building conditions, and phasing is imperative. Cost estimating and cost controls are dynamic processes, requiring strong communication and a clear focus. Our experience on on-call projects has taught us that developing cost estimates at the end-of-phase milestones is inadequate, as decisions have already been made and costs have been set. We continually evaluate and understand the potential cost so that options can be analyzed for function, appearance, and cost.

PLEASE SEE PAGE 3.2 BUDGET/CONSTRUCTION COST CONTROL PROCEDURES



**HEALTH ON BROADWAY  
INTERIOR RENOVATION**  
EL RIO HEALTH | DOWNTOWN TUCSON, AZ

EVERY PROJECT FACES SIMILAR CHALLENGES OF SCHEDULE, BUDGET AND QUALITY. **WE UNDERSTAND THE CHALLENGES OF RECONCILING A VISION TO A PRICE.** WE WILL WORK WITH YOUR TEAM TO ENSURE THERE IS A BALANCED APPROACH; EQUAL PARTS VISION, VALUE, RETURN ON INVESTMENT, AND COST. OUR FOCUS IS ON MEETING BUDGETS, MAINTAINING SCHEDULES, AND DELIVERING MAXIMUM VALUE. WE CAN MEET THESE CHALLENGES. WE HAVE THE DEPTH OF BENCH WITHIN OUR TEAM, WITH SPECIFIC RELEVANT EXPERTISE, READY TO COMMIT TO YOUR PROJECT.

## D. REFERENCES

### ARCHIE CARREON, DIRECTOR

PINAL COUNTY FACILITIES MANAGEMENT DEPARTMENT  
121 W. 22ND STREET, PO BOX 876, FLORENCE, ARIZONA 85132  
520.866.6494 | ARCHIE.CARREON@PINAL.GOV

### TONY HINES, FACILITIES MANAGER

GREENLEE COUNTY PUBLIC WORKS OPERATIONS  
253 5TH STREET, PO BOX 908, CLIFTON, ARIZONA 85533  
928.687.2001 | THINES@GREENLEE.AZ.GOV

### DAVID HYLLAND, DIRECTOR

YUMA COUNTY FACILITIES MANAGEMENT  
2725 S. AVENUE B, YUMA, ARIZONA 85364  
928.817.5100 | DAVID.HYLLAND@YUMACOUNTYAZ.GOV

### MARTYN KLELL, ARCHITECTURAL MANAGER

PIMA COUNTY FACILITIES MANAGEMENT  
130 W. CONGRESS STREET, 3RD FLOOR, TUCSON, ARIZONA 85701  
520.724.3106 | MARTYN.KLELL@PIMA.GOV

### CAPT STEVE MCGOVERN, DIVISION OF FACILITIES ENGINEERING, DIRECTOR

PHOENIX AREA INDIAN HEALTH SERVICE  
TWO RENAISSANCE SQUARE, NORTH CENTRAL AVE, PHOENIX, ARIZONA 85004  
602-364-5066 | STEVE.MCGOVERN@IHS.GOV

### KEN SAND, FACILITIES AND ENVIRONMENTAL DIRECTOR

EL RIO HEALTH  
450 W. PASEO REDONDO, TUCSON, AZ 857014  
520-309-2429 | KENNETHS@ELRIO.ORG

## E. ANALYTICAL TOOLS + AVAILABILITY OF RESOURCES

We purposely organize our practice, and carefully select projects, to allow the firm leadership to stay fully involved in design and management from start to finish. For the City of Tucson On-Call Contract we have assigned multiple Project Architects, a Project Coordinator, and a dedicated Construction Administrator. This allows us to take on multiple projects. Our firm of 24 (including 10 registered architects) meets every Monday to review projects, and staffing assignments. At this time we have the resources to assign additional support staff if needed.

BWS Architects also controls workload by balancing our marketing pursuits to match our capacity. If we have enough work to keep us busy, we refrain from proposing on projects until our schedule will allow us to undertake additional work. We prefer to maintain consistent staffing levels rather than fluctuating with workload increases or decreases.

Robin Shambach is your dedicated Project Manager, she is committed to project success and has mastered the art of organization by creating a detailed project schedule/work time-line that the entire team, including our consultants, are committed to.

PLEASE SEE PAGE 3.3 SCHEDULE CONTROL PROCEDURES



## 04 OTHER CONSIDERATIONS



**CITY OF TUCSON  
ECONOMIC ADVANCEMENT CENTER**  
DOWNTOWN TUCSON, AZ

### **A. SPECIAL UNIQUE KNOWLEDGE, INVESTIGATION + DATA MANAGEMENT APPROACH PERTINENT TO WORK**

#### **Working with the City of Tucson**

Having completed many projects for the City of Tucson, including the very recent TEAC (Tucson Economic Advancement Center) One-Stop Renovations and Tucson Water Master Plan and La Entrada Office Remodel, we are well-versed in COT standards, preferences, and priorities.

#### **Phasing/Construction on an Occupied Site**

BWS Architects approach and philosophy working on active site with public and staff is founded in the opportunity for engagement during both design and construction and safety during construction. Many of our recent projects have been on active, occupied sites. Our design process ensures that construction sequencing and phasing is evaluated and incorporated during the early planning of the project.

#### **Establishing an Appropriate Image**

We know from previous experience that the main priorities for on-call projects is to serve the citizens/student of the community, that they need to be safe and secure, be flexible and accommodate future technologies. We also understand the facilities should be professional work places for City of Tucson staff that are comfortable, efficient and effective and reflect the architectural character and culture of the City of Tucson.

#### **Building an Effective Team**

BWS Architects has strong experience in a collaborative approach to design and we take pride in extending that approach through construction. We believe the Contractor is an essential part of the team whether the process is Construction Manager-at-Risk, Job Order Contract or Design-Bid-Build.



**SAN XAVIER DISTRICT  
GOVERNMENT COMPLEX**  
TOHONO O'ODHAM NATION, TUCSON, AZ  
**LEED GOLD CERTIFIED**

#### **LEED® CERTIFIED PROJECTS:**

##### **LEED PLATINUM®**

- NAU Applied Research & Development Building
- ASU Biodesign Institute Bldg C

##### **LEED GOLD®**

- El Rio Health Gomez Clinic
- NAU Extended Campuses Center Expansion
- San Xavier District Government Complex & Administrative Offices
- UA Bio Science + Research Bldg.

##### **LEED SILVER®**

- El Rio Southeast Clinic II Expansion
- Pima Community College Sports & Fitness Facility

##### **LEED CERTIFIED®**

- Chiricahua Community Health Center-Pediatric Center of Excellence
- El Rio Southeast Clinic Expansion
- Tucson Unified School District Davidson Elementary School (TUSD's first LEED Certified school)

##### **LEED BRONZE®**

- Pima Community College Desert Vista Campus Plaza Building Expansion (Pilot project for the U.S.G.B.C. Leed Program; First project certified in the state of Arizona)



## **B. ENERGY EFFICIENT AND ENVIRONMENTALLY RESPONSIVE DESIGN**

BWS Architects has been at the forefront of sustainable design since LEED Certification was introduced. Our Desert Vista Campus Plaza Building Expansion project was the pilot project for the U.S. Green Building Council here in the State of Arizona. Since then, we have designed 12 LEED Certified projects. While we know that most projects do not aspire to LEED certification, we still look for sustainable opportunities in all our work.

### **Integrated Design:**

Good sustainable design is based on “integrated design” – that is, all the systems that affect the performance of a building are considered from the start and they are integrated into the design to create the most efficiently performing building that meets the Owner’s criteria. To this end, we may, for instance, analyze different HVAC systems, a range of different wall/roof structures and lighting packages. We look at short term/long term costs vs. performance of each system.

For the responsible institutional owner, especially one with an interest in being sustainable, the least expensive option is often not the best choice for long term energy savings – more investment in quality equipment, good control systems, and trained maintenance personnel will pay off over time in reduced energy costs, durability, and ease of operation and maintenance. Striking a balance between first cost and life-cycle costs is the objective. As a project progresses, the building systems must be analyzed in relation to the context of the building – for instance, as we did at Davidson Elementary School, designing it so that daylight can be maximized without causing excessive heating and shading openings; understanding prevailing winds and local weather conditions as they affect air infiltration and skin insulation. We have also successfully integrated renewable energy systems into the building design – using the panels to provide protected exterior circulation or shaded parking.

## OMNIA PARTNERS **ATTACHMENT E**

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- 3.0 CONSULTANT RESPONSE

## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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#### 3.1 COMPANY

##### **A. Brief history and description of Consultant to include experience providing similar products and services.**

BWS Architects has been in business since 1992 and specializes in the design of projects that enrich communities. We have worked with a range of clients and project types, such as City of Tucson's Economic Advancement Center; Southwest Gas Corporation Sierra Vista Service Center, Town of Gilbert Page Park Center Renovation, Town of Sahuarita New Municipal Complex and Advanced Manufacturing & Technology Center, City of Tucson Public Works Multi-Story Tenant Improvements, Pima County Defense Services Building, Pinal County Development Services Building, ASU Biodesign Institute Building C w-ZGF Architects, The U of A Bio Sciences & Research Laboratory Building, and El Rio Community Health Center Health on Broadway Interior Renovation & Southeast Clinic Renovation & Expansion, to program and design collaborative, healthy, attractive environments that enhance productivity and comfort, while reinforce each user group's unique identity.

With offices in Tucson and Phoenix, state-of-the art technologies enables all of our team members to integrate seamlessly. Our staff works together energetically. A 21st century firm, our culture encourages the discussion of design ideas and technical issues during the course of project development and allows for creative collaboration to serve our clients with professionalism and personal attention to detail.

##### **B. Total number and location of salespersons, business development people, and/or project managers employed by Consultant. 24**

##### **C. Number and location of support centers (if applicable) and location of corporate office.**

BWS Architects is Arizona based, with a statewide practice. We have two office locations, Phoenix + Tucson. The studios work collaboratively and neither is distinguished as the parent location.

##### **D. Annual total company sales for the three previous fiscal years. The intent of this is to understand the company's full size and/or capacity so the number does not need to be exact and should be general in nature.**

2021	\$7,989,055
2020	\$6,682,348
2019	\$6,551,641

##### **a. Submit FEIN and Dunn & Bradstreet report.**

BWS FEIN # 86-0460520 - we will provide report later in the RFQ process.

##### **E. Describe any green or environmental initiatives or policies.**

BWS Architects is recognized as one of the leading designers of high-performance, sustainable, green buildings in the State of Arizona. We have completed 12 USGBC LEED Certified buildings. We are signatory participants of the AIA 2030 Commitment and have a firm wide Sustainability Action Plan which provide a roadmap to sustainable practices in our day to day workplace activities.

##### **F. Describe any diversity programs or partners Consultant does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.**

BWS Architects is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other status protected by federal, state, or local laws.

## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

**G. Indicate if Consultant holds any of the below certifications in any classified areas and include proof of such certification in the response:**

**a. Minority Women Business Enterprise**

No - but in process

**Certifying agency:** \_US Federal Contracting Registration

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Yes

**If yes, list certifying agency:** \_The System for Award Management (SAM) - US Gov't

**c. Historically Underutilized Business (HUB)**

No

**d. Historically Underutilized Business Zone Enterprise (HUBZone)**

No

**e. Other recognized diversity certificate holder**

No

**H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**

N/A

**I. Describe how Consultant differentiates itself from its competitors.**

BWS Architects is an architectural and professional design firm that ignites creativity in the spaces where people learn, lead and discover through timeless, responsive and beautiful design.

Unlike traditional architectural firms, we lead an inclusive and interactive design process to create spaces that embody your vision and your community's needs.

We selected our consultants for the COT On-Call because they have performed very well for us in the past. They are responsive, thoughtful, expert in their disciplines, and recognize the City of Tucson is an extremely important client of BWS Architects.

**J. Describe any present or past litigation, bankruptcy or reorganization involving Consultant.**

In our 30+ years of existence, BWS Architects has never been involved in any litigation or filed for bankruptcy or reorganization.

## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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#### **K. Felony Conviction Notice: Indicate if the Consultant**

- a. is a publicly held corporation and this reporting requirement is not applicable;** N/A
- b. is not owned or operated by anyone who has been convicted of a felony;** None of the partners at BWS Architects has been convicted of a felony.
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.** N/A

#### **L. Describe any debarment or suspension actions taken against Consultant**

N/A

### **3.2 DISTRIBUTION, LOGISTICS**

#### **A. Each offeror awarded an item under this solicitation may offer their complete service and product offering (also referred to as a balance of line). Describe the full line of services and/or products offered by Consultant. Pricing shouldn't be included at this time but will be requested later during negotiations.**

BWS Architects specializes in the design of public facilities of all types. Our experience covers all kinds of public spaces—from governmental offices and service centers, to courthouses and detention facilities, including healthcare, recreational and educational projects as well. This wide range of knowledge allows us to understand the many different forces at work in a public project and go beyond addressing those basic needs to creating facilities that enhance the function and experience of these important spaces. Our services include Architectural, Master Planning, Space Planning, Facility Assessments, Interior Design, Building Information Modeling, Environmental Architecture, and Construction Management.

#### **B. Describe how Consultant proposes to distribute the products/services locally, regionally, or nationwide (depending on the Consultant's capacity). Identify all states where services and/or products will and will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.** BWS Architects is an Arizona Based firm that provides services Statewide. Our firm does not offer services in other states.

#### **C. Describe how Consultant shall match their Master Agreement offering to other Participating Agencies so Participating Agencies can ensure compliance with the Master Agreement and maintain records to auditable standards.** BWS Architects has reviewed the Master Agreement but would like to defer our response until a later time in the RFQ process.

#### **D. Identify all other companies (subcontractors or otherwise) that may be involved in the services and/or products being offered to end users.** Please see Section 01, page 1.2 of this proposal for a complete list.

#### **E. Provide the number, size and location of Consultant's operations including where various building locations are.** BWS has an office in Tucson with a staff size of 17 and an office in Phoenix with a staff size of seven.

### **3.3 MARKETING, OUTREACH, AND/OR SALES**

#### **A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Consultant's primary go to market strategy for Public Agencies to Consultant's teams nationwide, to include, but not limited to:**

##### **i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

##### **ii. Training and education of Consultant's local, regional, and/or national staff, and if applicable, sales force, with participation from the Consultant's executive leadership, along with the OMNIA Partners team within first 90 days**

BWS Architects will defer our response until later in the RFQ process.



## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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**B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Consultant, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Consultant's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Consultant-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Consultants. Booth space will be purchased and staffed by Consultant. In addition, Consultant commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and/or regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Consultant's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Qualification;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Consultant;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

BWS Architects will defer our response until later in the RFQ process.

**C. Describe how Consultant will transition any existing Public Agency customers' accounts to the Master Agreement available locally, regionally, and/or nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Consultant holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

BWS Architects will defer our response until later in the RFQ process.

**D. Acknowledge Consultant agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

BWS Architects will defer our response until later in the RFQ process.

**E. Confirm Consultant will be proactive in direct sales of Consultant's services and/or goods to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales-type materials are to use the OMNIA Partners logo. At a minimum, the Consultant's business development and/or sales initiatives should communicate:**

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

BWS Architects will defer our response until later in the RFQ process.

## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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**F. Confirm Consultant will train its local, regional, or national team (such as any business development individuals or sales force) on the Master Agreement. At a minimum, sales training should include:**

**i. Key features of Master Agreement**

**ii. Working knowledge of the solicitation process**

**iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**

**iv. Knowledge of benefits of the use of cooperative contracts**

BWS Architects will defer our response until later in the RFQ process.

**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

**i. Executive Support** Robin Shambach

**ii. Marketing** Belinda Patka

**iii. Business Development/Sales** NA

**iv. Business Development/Sales Support** NA

**v. Financial Reporting** Gracie Soto

**vi. Accounts Payable** Gracie Soto

**vii. Contracts** Robin Shambach/Gracie Soto

**H. Describe in detail how Consultant's local, regional, or national team is structured, including contact information for the highest-level executive in charge of the business development or sales team.**

BWS Architects is an S-Corporation with four principals.

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the local, regional, or national program.** BWS Architects will defer our response until later in the RFQ process.

**I. Explain in detail how Consultant will manage the overall local, regional, or national program throughout the term of the Master Agreement, including ongoing coordination of marketing, sales, and/or outreach efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

BWS Architects will defer our response until later in the RFQ process.

**J. State the amount of Consultant's Public Agency sales for the previous fiscal year.** \$7,989,055

**This should be a general number for all public agencies the Consultant services. The intent of this is to get an understanding of the Consultant's current reach in the public sector. Provide a list of Consultant's top 10 Public Agency customers with a key contact for each.**

1. City of Tucson
2. Pima County
3. The University of Arizona
4. Arizona State University
5. Pinal County
6. El Rio Community Health
7. Maricopa County
8. Marana Unified School District
9. Pima Community College
10. Yuma County

BWS Architects will provide contacts later in the RFQ process.



## OMNIA PARTNERS - ATTACHMENT E

### 3.0 CONSULTANT RESPONSE

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**K. Describe Consultant's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

N/A

**L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations but still desire to use a cooperative program. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

**i. Respond with or at a minimum include the Master Agreement.**

**1. If solicitation is for a Request for Qualification or a Request for Proposal where pricing is not part of the evaluation criteria, when Consultants enter into negotiations, they should respond with Master Agreement pricing or lower (if competitive conditions require it).**

**2. When responding with the Master Agreement Contract Sales are reported to OMNIA Partners.**

N/A

## COMPLETED **FORMS + DOCUMENTS**

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- OFFER FORM
- FTA CERTIFICATIONS - ATTACHMENT C
- HUD CERTIFICATIONS - ATTACHMENT D
- AMENDMENT #1
- AMENDMENT #2

## OFFER

### TO THE CITY OF TUCSON:

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

For clarification, contact:

BWS Architects  
\_\_\_\_\_  
Company Name

261 N. Court Ave.  
\_\_\_\_\_  
Address

Tucson AZ 85701  
\_\_\_\_\_  
City State Zip

  
\_\_\_\_\_  
Signature of Person Authorized to Sign

Robin Shambach  
\_\_\_\_\_  
Printed Name

Principal  
\_\_\_\_\_  
Title

Name: Robin Shambach

Phone: 520.795.2705

Fax: N/A

E-mail rshambach@bwsarchitects.com

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

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

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

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

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

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

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

Date 03.11.22

Signature 

Company Name BWS Architects

Title Principal

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**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, BWS Architects, 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



Signature of Contractor's Authorized Official

Robin Shambach, Principal

Name and Title of Contractor's Authorized Official

03.11.22

Date



# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/98)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☒ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☒ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 03.11.22

Signature & Date:

Robin Shambach

Typed or Printed Name:

Principal

Title:



## REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
Phone: (520) 837-4134  
ISSUE DATE: FEBRUARY 8, 2022

RFQ NO.: 222865  
RFQ AMENDMENT NO.: 1  
PAGE 1 OF 1  
DUE DATE: MARCH 11, 2022  
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

### ON-CALL ARCHITECT SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SUBMITTAL.  
THIS RFQ IS AMENDED AS FOLLOWS:

#### ITEM NO. ONE (1): DUE DATE

The Due Date is hereby **changed** and is due on, **MARCH 11, 2022, at 2:00 P.M.**, LOCAL AZ TIME.


#### ITEM NO. TWO (2): PRE-SUBMITTAL CONFERENCE DATE

The Pre-Submittal Conference Date is hereby changed and is scheduled for **FEBRUARY 16<sup>th</sup>, 2022 at 3:00** p.m. LOCAL AZ TIME. Please join the meeting by clicking on the following link.

Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 213-293-2303,,223498209#](#) United States, Los Angeles  
Phone Conference ID: 223 498 209#  
[Find a local number](#) | [Reset PIN](#)

**\*END OF AMENDMENT\***

ALL OTHER PROVISIONS OF THE REQUEST FOR QUALIFICATIONS SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 03.11.22  
\_\_\_\_\_  
Signature Date  
Robin Shambach, Principal  
\_\_\_\_\_  
Print Name and Title

BWS Architects  
\_\_\_\_\_  
Company Name  
261 N. Court Ave.  
\_\_\_\_\_  
Address  
Tucson AZ 85701  
\_\_\_\_\_  
City State Zip

## REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4134  
ISSUE DATE: FEBRUARY 18, 2022


RFQ NO.: 222865  
RFQ AMENDMENT NO.: 2  
PAGE 3 OF 4  
DUE DATE: MARCH 11, 2022  
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

### ITEM NO. THREE (3): PRE-SUBMITTAL ATTENDANCE

The attendance sheet for the Pre-Submittal Conference, held on February 16, 2022, is attached to as Attachment A.

### \*END OF AMENDMENT\*

ALL OTHER PROVISIONS OF THE REQUEST FOR QUALIFICATIONS SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 03.11.22  
\_\_\_\_\_  
Signature Date  
Robin Shambach, Principal  
\_\_\_\_\_  
Print Name and Title

BWS Architects  
\_\_\_\_\_  
Company Name  
261 N. Court Ave.  
\_\_\_\_\_  
Address  
Tucson AZ 85701  
\_\_\_\_\_  
City State Zip



## 5. RFQ 222865

- RFQ amendments
- FTA Terms, Conditions, Certifications
- HUD Forms
- OMNIA Partners

**CITY OF TUCSON**  
**NOTICE OF REQUEST FOR QUALIFICATIONS NO. 222865**  
**ON-CALL ARCHITECT SERVICES**

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT", is conducting a competitive **ONE-STEP** Arizona Revised Statute (ARS) Title 34 process to retain approximately **SEVEN (7) CONSULTANTS** to provide professional on call architect services for miscellaneous projects. For work done for the City of Tucson, individual projects cannot exceed \$500,000.00; work performed for other Participating Public Agencies do not have a not to exceed cap unless established by that Participating Public Agency. Federal Transit Administration (FTA), Regional Transportation Authority (RTA) and Housing and Urban Development (HUD) funding may be utilized on selected projects. The FTA and HUD terms and conditions attached to this RFQ will be incorporated into any resulting contract and will apply to projects using those funds. COT invites interested firms to submit written Statements of Qualifications (SOQ's) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract.

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com) click on Vendors, then click on Vendor Registration. You may also call (520) 791-4217 if you have questions.

Statements of Qualifications (SOQ) for the specified material or service shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsol/> until the date and time cited.

Offerors shall submit their SOQ to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

Written questions regarding this RFQ must be addressed to the Contract Officer listed below and shall be received by the Department of Procurement no later than five days prior to the submittal due date. A written amendment to this document may then be used to respond to questions. Oral statements or instructions shall not constitute an amendment to the RFQ.

It is the sole responsibility of the Offeror to submit their response before the scheduled time, as reflected in the City's online bidding system. **Responses not in "submitted" status by the due date and time stated in the Solicitation WILL be rejected.**

**SUBMITTAL DUE DATE:**  
**SUBMITTAL LOCATION:**

**MARCH 2, 2022 AT 2:00 P.M. LOCAL AZ TIME**  
**\*\*ELECTRONIC SUBMITTALS REQUIRED\*\***  
<https://www.tucsonaz.gov/bsol/>

**PRE-SUBMITTAL CONFERENCE DATE:**  
**TIME:**  
**LOCATION:**

**WEDNESDAY, FEBRUARY 9, 2022**  
**10:00 A.M., LOCAL AZ TIME**  
Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 213-293-2303](tel:+12132932303), 269458069# United States,  
Los Angeles Phone Conference ID: 269 458 069#

**QUESTIONS SHALL BE DIRECTED TO:**

**Cynthia Thompson, NIGP-CPP, CPPB,**  
**Principal Contract Officer**  
**(520) 837-4134 or**  
[Cynthia.Thompson@tucsonaz.gov](mailto:Cynthia.Thompson@tucsonaz.gov)

**Publication Dates: January 31, 2022, and February 7, 2022**

**Posted Date: January 31, 2022**

**SCOPE OF WORK**  
**NOTICE OF REQUEST FOR QUALIFICATIONS NO. 222865**  
**ON-CALL ARCHITECT SERVICES**

**I. INTRODUCTION AND DESCRIPTION OF SCOPE OF SERVICES**

The City of Tucson wishes to award approximately seven (7) contracts to provide on-call architectural services on an “as-needed” basis. This is to establish nonexclusive “services-on-demand” retainer type professional service contracts. The contracts will be based on a negotiated hourly billing rate. A scope of work and a total not-to-exceed fee amount will be negotiated as each project arises. These contracts will reduce the administrative burden associated with multiple short form professional service contracts, provide adjunct consultant service to accelerate the design process, and furnish auxiliary construction administration for small projects.

As described below, the City of Tucson has partnered with OMNIA Partners, Public Sector to create a cooperative contract. **NOTE:** Participation in the OMNIA contract is encouraged but not a mandatory requirement. Consultants will be first evaluated technically based on the evaluation criteria and once negotiations are entered, there will be additional discussions regarding OMNIA and the cooperative program. Cooperative contracts may be awarded at a local, regional, or more national level. All Consultants are encouraged to attend the pre-proposal and to submit a proposal.

**PROJECT:** Professional Architectural Services for Miscellaneous Projects

**LOCATION:** Various

**FEE BASIS:** Negotiated Hourly Billing Rates

**COOPERATIVE CONTRACT:**

The City of Tucson, as the Principal Procurement Agency, defined in Attachment E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies locally, regionally, and/or nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, OMNIA participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing, and sales commitments from the Consultant, OMNIA Partners provides marketing and administrative support for the Consultant that directly promotes the Consultant’s services and products to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Consultant benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Consultant’s need to respond to additional competitive solicitations. As such, the Consultant must be able to accommodate a demand for

services, whether it be local, regional, or nationwide, and to fulfill obligations as either a local, regional, or nationwide Consultant and respond to the OMNIA Partners documents (Attachment E).

The City of Tucson anticipates spending approximately \$3,525,000.00 over the full potential Master Agreement term for On-Call Architect Services. While no minimum volume is guaranteed to the Consultant, the estimated annual volume of On-Call Architect Services purchased under the Master Agreement through OMNIA Partners is approximately \$25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

**AMOUNT OF CONTRACT:** For projects done for the City of Tucson, the not to exceed amount is five hundred fifty thousand (\$550,000.00) per project. Typical projects at the City of Tucson are \$2,000.00 - \$165,000.00. Work performed for other Participating Public Agencies do not have a not to exceed project cap unless established by that Participating Public Agency. It is anticipated that typical work performed for other Participating Public Agencies is to be above \$165,000 as other agencies may use resultant on-call architectural service contract(s) for small, medium, or large projects.

**PAYMENT FOR SERVICES:** Pay request may be submitted monthly and will be certified for payment for services performed and approved by the Project Manager, consistent with City or Participating Public Agency procedures. Each project will have its own invoice.

## **ARTICLE 1: THE PROJECT**

The below items under Article 1 are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

### **1.1 Design Criteria:**

- 1.1.1 Preliminary design program requirements for each increment of service (project) are compiled from information provided by the User Department(s). The Project requirements are not all inclusive and are only presented in an effort to relate the general Project and the scope of the design problem. The Consultant shall use this data as a basis to establish the detailed space requirements and functional relations required for development of a definitive Architectural Design Program and Long-Range Site Development Plan, if required.
- 1.1.2 The basic Project requirements that determine the design of the facilities shall be a product of the Consultant's detailed analysis and research of the needs and requirements of the facility with direction provide by the Environmental General Services Department (EGSD) Architecture and Engineering (A/E) Division and the User Departments(s).

### **1.2 Goals and Objectives:**

- 1.2.1 If required, prepare a community supported Architectural Design Program for development of the Project, and areas directly adjacent to these facilities that take into consideration any future development component selected by the City.
- 1.2.2 Evaluate the proposed facilities for compliance with the Americans with Disabilities Accessibility Guidelines (ADAG) and providing good traffic flow for ease of circulation, mobility, and accessibility in and around the site.
- 1.2.3 Improve and expand the services of the User Departments(s) and making new facilities functional for the staff and inviting to the public.
- 1.2.4 Prepare construction documents that satisfy the functional requirements as described by EGSD A/E Project Manager and the User Departments (s) and as established in the approved Architectural Program Statement and Long-Range Site Development Plan (if required) as attainable with the budgeted funds.

### **1.3 Architectural Character:**

1.3.1 Facilities designed under this Contract must be as barrier free, as safe, and accessible to the staff as possible and be expressive of the functional activities taking place within and around the facility. The resulting design should reflect a character corresponding to the spirit of the facility while being responsive to the project budget and environmental considerations. The Consultant is to provide innovative guidance in the design approach with the selection of materials, orientation, and structural systems that respond to today's need for the conservation of energy and water while being responsive to the project budget.

1.3.2 Careful consideration should be given to service circulation as well as security of and around City facilities in the Project design. Vehicular traffic and parking requirements are to be analyzed with the design solution reflecting the results of this analysis without sacrificing the architectural character of the proposed facilities.

1.3.3 City facilities should reflect the commitment to public service through the provision of a functional, flexible facility that is operationally cost effective in terms that minimize staffing requirements and maximize energy conservation.

#### **1.4 General Requirements:**

1.4.1 Mechanical Equipment: The Consultant shall design spaces large enough to accommodate the required mechanical equipment with ample room for performance of maintenance and service functions and in compliance with all applicable codes. Requirements include, but are not limited to, the following:

- 1.4.1.1 All conditioned spaces shall have forced air heating and refrigerated cooling.
- 1.4.1.2 All lavatories, sinks, and showers shall have both hot and cold water, with provisions that meet or exceed ADA requirements.
- 1.4.1.3 Locate drinking fountains which meet or exceed ADA requirements.
- 1.4.1.4 Provide adequate HVAC filter storage room.

1.4.2 Communications and Electrical Equipment: The Consultant shall design spaces large enough to accommodate the following:

- .1 A computer system which interfaces with the City's central system,
- .2 Electrical equipment with ample room for the performance of maintenance functions, and
- .3 Communications equipment, such as telephone, alarm, etc.

1.4.3 Public Participation: Public participation is an important aspect of Projects. Consultant shall participate with the City for any required public meetings.

1.4.4 Trees for Tucson: Tree plantings should be responsive to the "Trees for Tucson" program endorsed by the City's Mayor and Council.

1.4.5 Landscaping: Shade is important for outdoor public areas and parking. Required landscaping should be integrated to meet zoning requirements and be designed to enhance the new facility.

1.4.6 Parking/Service: Analysis of parking lot circulation, surfacing, striping, lighting, landscaping and the entry and exiting process will be based upon the accessing and the servicing of the new facility. Areas of primary importance are:

- 1.4.6.1 Parking spaces and loading space(s) as required by code with required landscape buffering to accommodate the facility's multiple uses as well as the physically disabled;
- 1.4.6.2 Drop-off area at facility entrance;
- 1.4.6.3 Refuse dumpster area with visual screening;
- 1.4.6.4 Bicycle racks/lockers;
- 1.4.6.5 Covered walkways;
- 1.4.6.6 Grounds maintenance facility.



**1.5 Special Considerations:**

**1.5.1 Energy and Water Efficiency:**

1.5.1.1 The facilities designed under this Contract shall be designed for maximum efficiency in the use of both energy and water. Design must meet the requirements of the latest adopted version of the International Energy Conservation Code. Consideration should be given to provide additional energy savings through guidelines such as ASHRAE's Advanced Energy Design Guidelines.

1.5.1.2 The City has adopted a policy that all new City Buildings and major renovations over 5,000 ft<sup>2</sup> shall be designed and constructed to meet LEED at the Silver certification level unless the project team determines it is not in the best interest of the City due to excessive cost or unsuitability.

**1.5.2 Operation and Maintenance Costs:**

1.5.2.1 Provide HVAC, lighting and electric load calculations, and develop estimates of the cost of operating and maintaining the facilities designed under this Contract. The estimated operation and maintenance costs are to be projected for each of the five (5) consecutive fiscal years following acceptance of the facilities by the City.

**1.5.3 Americans with Disabilities Act (ADA):**

1.5.3.1 City facilities, as public buildings, shall be designed, constructed, and altered for accessibility and use by the Disabled. In this connection, with the ADA, the Department of Justice 2010 ADA Standards for Accessible Design, (ADAAG) for Title II entities shall determine the criteria to be used for the design of these facilities to ensure accessibility and compliance.

A PDF Format copy can be downloaded from the DOJ site at:

[http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards\\_prt.pdf](http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf)

The specific design criteria applicable to provisions for the disabled shall be incorporated in the Architectural Design Program document for the facility.

The DOJ standards stipulate minimums and maximums as guidelines. The City of Tucson uses these guidelines as the minimum or maximum allowable standards within which universal access is provided.

**1.6 Site Requirements:**

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

**1.7 Project Budget:**

1.7.1 The Architectural Program Statement (if required) prepared by the Consultant will provide an estimate of all probable costs for the development of a suitable new facility and related improvements. Construction documents will be prepared for those facilities and improvements that can be completed for the amount budgeted.

1.7.2 The final project budget will be established as a result of the cost analysis provided by the Consultant and reviewed and approved by the User Department(s). The budget is to provide for the construction of the facilities and site improvements that are determined as the highest priority by the User Department(s).

- 1.7.3 All parties understand that the City of Tucson, as a public entity, has limited funds for each project. Therefore, City facilities are to be designed so that the completed facilities represent quality consistent with wise budget management.

## **ARTICLE 2: SCOPE OF PROFESSIONAL SERVICES**

### **2.1 General Description:**

- 2.1.1 The basic services anticipated under this Contract for the City of Tucson are primarily modifications and renovations common to building construction projects. Participating Public Agencies may request other basic services depending on the abilities of the awarded Consultant(s). The typical types of projects and services anticipated are:

- .1 Building construction
- .2 Building modifications and remodels
- .3 Building additions
- .4 In-house building and facility design
- .5 Miscellaneous studies and estimates
- .6 Inspections for owner acceptance of construction
- .7 Damage assessments
- .8 Construction cost estimating
- .9 Shop drawing review
- .10 Review and critique of designs and construction documents for major building projects
- .11 Preventive maintenance recommendations
- .12 Special systems design, including the services provided by a Registered Communications Distribution Designer (RCDD)
- .13 Inspections for structural integrity.
- .14 Review of work performed by Facility Maintenance personnel for compliance with current building codes. Provide written report of each review listing any work not complying to code.

The above is not an exhaustive list of services that could be covered under the Contract(s) depending on awarded Consultant(s) abilities. Each Offeror may include a complete service and/or product line.

The remaining items under Article 2 are generally for work performed for the City of Tucson, Participating Public Agencies may have differing requirements.

- 2.1.2 The specific services being furnished during the life of this Contract shall be rendered by Architects and/or Engineers registered to practice in their particular field of endeavor within the State of Arizona; participating Public Agencies may have their own registration requirements. The professional and associated services provided shall be rendered by personnel pre-approved by the City, which reserves pre-approval rights for any personnel substitutes, and shall be rendered promptly and diligently upon receipt of written Notice to Proceed with any or all of the services herein.
- 2.1.3 Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the City.
- 2.1.4 Consultant shall be available to accept new jobs for the City on an as-needed basis and be able to meet strict deadlines for the completion of those jobs. Unavailability to assume specific jobs, or inability to meet the City's schedule as required, may result in termination by the City.
- 2.1.5 Consultant understands and accepts that this is neither an exclusive Contract nor a commitment that services will be required by the City. The City reserves the right to contract with other consultants and to request service assignments where the City solely determines the situation justifies other Contracts and service assignment.
- 2.1.6 Record Drawings: Consultant shall furnish Environmental General Services Department A/E Division drawings which reflect "as-built" conditions within thirty days of the Consultant's receipt of the redline as-built drawings from

the Contractor. Record drawings shall be prepared and provided to the City in pdf format and files of the original format such as AutoCAD or Revit.

2.2 Requirements for each Increment of Service (Project):

2.2.1 Consultant shall prepare a not-to-exceed fee proposal for the accomplishment of each Project based on the contract billing rates. Your service proposal shall be approved by the Project Manager prior to Your proceeding with that particular service. Your work proposal shall provide for the completion of Your service within a specific number of calendar days, if authorized to proceed.

2.2.2 The Project Manager shall review the proposal, and if complete and acceptable, issue a written Notice to Proceed. The proposal shall become a part of this contract and all services provided under the proposal shall be done in accordance with the covenants and conditions of this Contract. The approved proposal fee amount for the services required shall be a not-to-exceed amount. Upon receipt of the Notice to Proceed, You shall provide the specified services in a prompt and diligent manner.

2.2.3 Your proposal shall include all services for design and construction administration, if applicable, and shall include all additional services and reimbursable expenses. Any fee amount over and above that on your proposal and the subsequent written Notice to Proceed requires issuance of an additional written Notice to Proceed. The City is not responsible for any Consultant fees over and above the amount on the written Notice(s) to Proceed for each individual Project.

2.2.4 Confirmation of the Project Requirements shall be accomplished by the Consultant arranging, through the Project Manager, Pre-Design conferences with interested parties to confirm the requirements of the Project. The Project Management Team concerned with the development of the Project may include, but is not limited to, the following:

- .1 User Department Project Representative
- .2 User Department Director or designated alternate
- .3 EGSD A/E Division Project Manager
- .4 Technical Planning and Resources
- .5 Energy Management Office
- .6 User Department Design Team
- .7 Office of Environmental Management
- .8 Development Services
- .9 Procurement

2.3 Work Schedule:

2.3.1 Refer to Environmental General Services Department A/E Division Design Standards.

2.3.2 Consultant shall prepare a work schedule within ten (10) calendar days of the Notice-To-Proceed in a format that shall present information in monthly increments as required for the accomplishment of the various tasks involved in providing professional services under this Contract and will include at a minimum:

- .1 The events which will satisfy each of the professional services.
- .2 The dates each event will start and be completed.
- .3 The dates of each public meeting and design review meetings.
- .4 The elements that will hinder normal progress.
- .5 The names of persons responsible for each event.

2.4 Architectural Design Program (if required):

2.4.1 Refer to Environmental General Services Department A/E Design Standards.

2.4.2 The Consultant shall prepare a formal comprehensive Architectural Design Program for the proposed facilities, clearly stating services, circulation and functional relationships in and adjacent to the facility; delineating size and types of the components; alternative approaches to the possible growth and change for the various functions;

developing probable construction costs and Project budget recommendations; documenting interviews with designated City personnel and other interested parties; and providing necessary detailed data to enable Design to be undertaken upon completion of the document. This Program will be planned in conjunction with designated personnel.

- 2.4.3 Site Analysis: The Consultant will develop a complete site analysis based on the Architectural Design Program to include evaluation of the existing site elements, traffic and parking considerations, topography analysis, environmental contamination survey, archeological survey, drainage analysis, geotechnical investigation, zoning, utility easements and other legal restrictions, and future site enhancements.
- 2.4.4 Consultant shall prepare a preliminary estimate of the Cost of the Work, updated and refined as the design process progresses, and evaluated against the project budget in order to keep costs within budget while accommodating project needs.
- 2.4.5 The Architectural Design Program is to be submitted for analysis, review, comment, and approval prior to proceeding with Basic Design Services for design of the facilities.
- 2.4.6 The Architectural Design Program, in general terms, shall include the following:
- .1 Establish the project **GOALS** – a documentation of what the City wants to do and why it wants to do it.
  - .2 Collect, organize and analyze the **FACTS** – organize and analyze the program facts to reveal their relative importance and meaning.
  - .3 Uncover and test program **CONCEPTS** – test programmatic concepts related to ideas intended mainly as functional solutions to the design and operational problems of the Project.
  - .4 Determine Facility and Staff **NEEDS** – space requirements, quality of construction and money.
  - .5 State the design **PROBLEM** – after evaluating all the information derived from the above, develop the most important statements that can be made regarding the problem.
- 2.4.7 The Architectural Design Program is viewed by the City staff as a formal document to be used as the basis for making decisions concerning the Project and should be designed for ease of communication. The final program document will be arranged in a format established in consultation with the Environmental General Services Department A/E Project Manager.
- 2.4.8 Long-Range Site Development Plan:
- 2.4.8.1 Special Consideration – In the site analysis and development plan formulation, the Consultant shall give special consideration to the impact of the facilities and related improvements upon the surrounding neighbors. Such considerations shall include, but not be limited to, architectural compatibility, traffic patterns, noise and light levels, visual impact, and other concerns.
- 2.4.8.2 Site Analysis – The consultant shall develop a complete site analysis to include evaluation of the existing site elements; traffic and parking considerations; topography analysis based on available information; zoning and other legal restrictions; overall site analysis; and future site enhancements.
- 2.4.8.3 Development Plan – The Consultant shall also compile, analyze and refine information derived from the interviews with the Using Agency and other interested parties and a survey consisting of research and investigation of existing site as well as other similar facilities for incorporation in the design program. The Consultant shall develop from this information a definitive site development program for the building site and related improvements that is compatible with the long-range plans and goals established by the Using Agency. The site development plan shall be arranged in a format agreed to with the Project Manager.

- 2.4.8.4 Deliverables – The product of the services to be provided under this heading shall include the Consultant's recommendations as to the most functional and feasible Long-Range Development Plan; along with drawings and supporting documents as required to graphically illustrate the uses of the site for future expansion of activities to be administered by the Using Agency. An implementation schedule and a statement of probable costs of the development is to be included as a part of the Long-Range Development Plan documentation.
- 2.5 Schedule I – Basic Design Services
- 2.5.1 Refer to Environmental General Services Department A/E Design Standards.
- 2.5.2 Confirmation of Project Requirements: Continuation with this phase of the Professional Services Contract will be contingent on the satisfactory completion of the Architectural Design Program and authorization to proceed with the design of the facilities as defined in the approved Architectural Design Program.
- 2.5.3 Schematic Design: Essentials of the approved Project requirements document (Architectural Design Program Document) shall be carefully analyzed and be in compliance with regulations and codes studied by the Consultant. Consultant shall prepare and present such schematic design drawings together with general description of the Project, including a summary of circulation including public and City staff on and adjacent to the site, a consideration of all pending and long-range plans, available energy efficiency measures and proposed construction materials, as may be necessary to illustrate possible design solutions to the Project Manager who will arrange for reviews, conferences, and acceptance.
- 2.5.3.1 The Schematic Design submittal shall indicate the area(s) in which construction is proposed, along with the requirements for soils investigations prepared by the structural engineer for the Design Development phase. Consultant shall submit an opinion of probable construction costs based on current unit costs for similar construction.
- 2.5.4 Design Development: The Design Development phase will proceed after written acceptance by the Environmental General Services Department A/E Project Manager of the Schematic Design. Consultant will proceed with the Design Development, and prepare plans, elevations, sections and other drawings as required to firmly fix the Project in all its architectural, structural, civil, mechanical, electrical, graphics, landscape and other technical design essentials. Consultant will prepare a site plan indicating general locations and nature of all site improvements, provide an outline specification to establish the basic materials of construction, prepare a summary of the design features including energy measures incorporated in the design and an itemized construction cost estimate to enable the Project Manager to appraise the economic value of the Project design to the City. Consultant shall submit these items in one package to the Project Manager for review and acceptance.
- 2.5.5 Construction Documents: The Construction Documents phase will proceed after written acceptance of the Design Development package by the Environmental General Services Department A/E Project Manager. Consultant will proceed with the Construction documents as follows:
- 2.5.5.1 Prepare working drawings and specifications for the construction of the facilities described in the accepted Design Development documents. Consultant shall leave room on all drawings in the bottom right-hand part of each sheet for plan approval stamps.
- 2.5.5.2 Submit these drawings to the Project Manager for review, comment and acceptance at 50% and 95% completion.
- 2.5.5.3 Complete detailed working drawings and specifications. All final documents shall be prepared by such methods and be of such quality of workmanship as will permit the making of satisfactory reproductions for efficient execution of the construction work and for record purposes.
- 2.5.5.4 Stipulate the number and types of material and/or equipment tests as formally approved by the Project Manager.
- 2.5.5.5 Complete a Code Review Analysis, Building Permit Application and Plan Review Record for submission to the City of Tucson Development Services Department, and obtain approvals and permits from all governmental authorities having jurisdiction over the project upon acceptance of the final plans, specifications and supporting

documents by the Project Manager. Consultant is obligated to closely monitor and follow-up on the Building Permit application (plans, specifications, and supporting documents) as required to ensure the application does not expire by limitation (IBC Section 105.3.2 as amended by the City of Tucson). Consultant shall request an extension of the time for action on the application, if necessary, to comply with the expiration of plan review limitation. Consultant will be responsible for making modifications to the plans, specifications and supporting documents as required to obtain all required building permits.

2.5.5.6 Prepare an opinion of the probable construction costs for the base bid and alternates to the base bid when final designs, details, working drawings and specifications are accepted by the City. Submit signed copy in pdf format of the final opinion of the probable construction cost to the Project Manager.

2.5.6 Evaluation of Budget and Cost of the Work:

2.5.6.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Consultant shall update and refine the preliminary estimate of the Cost of the Work. The Consultant shall advise the Operations A/E Project Manager of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Consultant's estimate of the Cost of the Work exceeds the Project budget, the Consultant shall make appropriate recommendations to the Project Manager to adjust the Project's size, quality or budget, and the Project Manager and the Using Department shall cooperate with the Consultant in making such adjustments.

2.5.6.2 Evaluations of the Project budget, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant, the Project Manager and/or the Using Department have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

2.5.6.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Project budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the City and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.5.6.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the Environmental General Services Department A/E Project Manager, the budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the construction industry.

2.5.6.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Project Manager and Using Department may:

- .1 give written approval of an increase in the budget for the Cost of the Work; or
- .2 authorize rebidding or renegotiating of the Project within a reasonable time; or
- .3 terminate in accordance with contract provisions contained in Standard Terms and Conditions, Section 13; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.5.6.6 If the City chooses to proceed under Clause 2.4.6.5.4, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible under the Contract as necessary to comply with the budget for the Cost of the Work.

2.5.7 The Consultant is required to include the design services for geotechnical engineering.



- 2.5.8 The Consultant is required to obtain written approval for all necessary permits for construction, including, but not limited to, the Federal Stormwater Quality National Pollutant Discharge Elimination System (NPDES), the Environmental Protection Agency (EPA), National Environmental Policy Act (NEPA), Arizona Department of Environmental Quality (ADEQ) (Aquifer Protection Permit), Pima County Department of Environmental Quality (PDEQ) (Air Quality Permit) and Pima County Waste Water Management (Industrial Wastewater Control Permit). Consultant shall prepare Stormwater Pollution Prevention Plans (SWPPP) for construction activities and on-going operational and maintenance activities. Design, construction and operation shall comply with the City's Municipal Stormwater NPDES Permit as issued by the EPA.
- 2.6 Schedule II – Services during Bidding and Construction
- 2.6.1 Consultant agrees to render the following professional services promptly, diligently and in accordance with Environmental General Services Department A/E Design Standards upon receipt of written Notice to Proceed with the services in Schedule II herein:
- 2.6.2 Construction Contract Administration: The Construction Contract Administration phase will proceed after receipt of written acceptance by the Environmental General Services Department A/E Project Manager of the construction documents. Consultant shall provide administration of the construction contract between the owner and the contractor as set forth below and in the general conditions of the construction contract. Consultant shall:
- 2.6.2.1 Print and distribute contract documents to bidders, issue addenda following approval by Environmental General Services Department A/E Division, and review requests for approval of alternative products.
- 2.6.2.2 Assist in obtaining competitive bids and in the analysis and evaluation of the bids or proposals received for the award of a construction contract based upon the plans and specifications completed under this Contract.
- 2.6.2.3 Serve as the Construction Administrator providing day-to-day administration of the Construction Contract; act as the agent of the City to the extent provided in the Construction Contract documents, hereby incorporated by reference; and advise and consult with the Environmental General Services Department A/E Project Manager concerning the progress and quality of the work.
- 2.6.2.4 Consultant shall prepare minutes of all meetings attended and supply the Project Manager and Contractor with a typed copy within three working days. (Contractor shall also maintain and distribute minutes of all meetings.)
- 2.6.2.5 Consultant shall provide advice and consultation on the interpretation of the plans and specifications and in response to any questions which may arise before and during the course of construction and until 60 days after the Project receives final acceptance by the City.
- 2.6.2.6 Consultant shall review all shop drawings, working drawings, sketches, product details, samples, etc., submitted by Construction Contractor(s) or suppliers of material and equipment for conformance with Project design and compliance with the construction documents. Consultant shall maintain a record of, and copies of, submittals supplied by the contractor and will provide one copy to the Project Manager at completion of the Project.
- 2.6.2.7 Consultant shall prepare such supplemental drawings and Change Orders with supporting documentation and data as deemed necessary for the City's approval and execution. Consultant shall not authorize the Construction Contractor(s) to proceed with **any** change in the Project without a written, **fully** executed Change Order. Consultant may authorize minor changes in the work which involve neither additional costs nor extensions of time and which are not inconsistent with the intent of the Construction Documents but are rather an interpretation, correction for field conditions, or clarifications.
- 2.6.2.8 Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the City.
- 2.6.2.9 Consultant shall assist in preparation of completion reports including Certificate of Substantial Completion, punch list and record (as-built) drawings, administer all Requests for Information and preparation of Change Orders, Consent of Surety, and evaluate the Construction Contractor's payment requests.

2.6.2.10 Consultant shall coordinate owner training in equipment and facility operation.

2.6.3 Field Administration:

2.6.3.1 Field administration shall be furnished by the Consultant and Sub-Consultants for the construction of the Project, until sixty days after final acceptance by the City. Consultant shall make not less than weekly periodic visits to the site so as to be thoroughly familiar with the progress and with the quality of the Work and to determine whether, in Consultant's opinion, all phases of the Work conform with the Construction Documents and the most recently revised and approved operational schedule. Sub-Consultants shall make periodic visits to the site to thoroughly familiarize themselves with the progress and with the quality of the Work and to determine whether, in their opinion, all phases of the Work conform with the Construction Documents and the most recently revised and approved operational schedule. On the basis of the Consultant's on-site observations as an architect/engineer, Consultant shall immediately inform the City of defects and deficiencies observed in the executed work of the Construction Contractor.

2.6.3.2 Consultant shall make such on-site observations which are commensurate with the progress of the Project.

2.6.3.3 Consultant shall schedule and conduct weekly meetings to discuss construction progress and construction administration issues, verify work schedules and notify the Project Manager of any possible problems and/or conflicts. Consultant shall prepare and distribute meeting minutes and weekly progress reports in an approved form delineating the progress of the construction work, outlining any miscellaneous items and site issues that happened throughout the week, reporting the justifications for deviations from the current, approved operational schedules, if any, and the estimated progress during the next reporting period. Meeting minutes should also include weather conditions, subcontractors on site, and work being completed.

2.6.3.4 Consultant shall conduct any additional meetings and/or site visits as required to deal with critical issues throughout construction that may affect the project.

2.6.3.5 Consultant is required, on a weekly basis, to review the Contractor's as-built set of drawings, verify they are current, report discrepancies to the City and help resolve any discrepancies.

2.6.3.6 Consultant shall maintain a diary recording observations of the activities related to the Project including weather conditions, nature and location of work being performed, equipment on site, trades on site, materials stored on site, problems encountered, work accomplished, and verbal instructions and interpretations given to the Construction Contractor. The diary shall be available for review by the Project Manager and will be provided to the Project Manager upon completion of construction. Consultant shall photograph any possible problems and/or conflicts and maintain an on-going, 3-ring binder or electronic folder of the photographs labeled with dates, who the problem/conflict was discussed with, and what the problem or issue is.

2.6.3.7 Consultant shall submit, when their phase of the Work is in progress, weekly progress reports for the civil, structural, mechanical, electrical, landscape, irrigation and other special phases of the construction signed by the professional(s) responsible for the design of these elements. Consultant shall furnish signed copies of each weekly and periodic progress report to the Project Manager promptly.

2.6.3.8 Consultant shall prepare and maintain a log and copy of all final, approved Submittals, Requests for Information, Change Orders, Proposal Requests and Supplemental Instructions, testing and inspections, and pay applications; and shall assemble (from the Contractor) maintenance agreements for the warranty period, review for completeness, and provide to the City. Consultant shall also provide to the City copies of all final, approved submittals.

2.6.4 Materials And Equipment Testing: Environmental General Services Department A/E Division will provide an independent testing agency to make investigations and tests which have been previously authorized by the Project Manager to safeguard compliance with the contract documents. Consultant shall prepare and maintain a project testing log and will immediately report by fax or email all non-conformities of materials, equipment and workmanship to the Project Manager, again within three (3) days after the observation and then after the correction is made. Consultant shall monitor the testing and initial operation of mechanical and electrical

equipment, report marginal or doubtful areas of conformance with the contract documents, in writing, to the Project Manager and furnish all professional services in support of proper operation. Consultant shall also review, approve and forward to the City, all pay applications from the testing agency.

2.6.5 Payments for Construction: Consultant shall review requests by the Construction Contractor for partial and final payments for all phases of construction, issue certification for payment and maintain a record of Contractor payment applications.

2.6.6 Certificate of Substantial Completion: Consultant shall prepare the Certificate of Substantial Completion, punch list report and a recommendation for acceptance of the Project.

2.6.7 Duration of Construction Contract Administration Services: The Consultant shall provide basic Construction Contract Administration services until sixty days after final acceptance by the City. Consultant shall provide services as required to meet final Completion and shall coordinate permanent utility hook-up. Consultant shall conduct a warranty review of the project just prior to the end of the warranty period as provided in the construction contract.

## 2.7 Additional Services

2.7.1 Consultant may be requested to include the following services:

2.7.2 Furnishings: Refer to Environmental General Services Department A/E Design Standards.

2.7.3 Graphics: This service shall include the design, drawings, specifications, cost estimates and direction of the placement of the exterior graphics required for the Project. Graphics design shall cover exterior treatment as required to ensure the proper functioning of the facilities developed under this contract. Vandalism of the graphics employed on City projects has been a continuing problem. Special consideration in the design of the project graphics is to be directed toward signing that will discourage vandalism. All graphics shall comply with ADA requirements. These graphics shall include, but not be limited to:

- .1 Monument signs at entrance to property
- .2 Site directional signs
- .3 Building identification signs
- .4 Building address numbers
- .5 Hazardous Material signs
- .6 Building identification numbers
- .7 Interior lobby directories
- .8 Room names

2.7.4 Hydrology Report: An allowance is made for the Consultant to obtain detailed engineering design services to include the preparation of definitive Site Drainage Analyses and Retention Reports with Civil Engineering Design in accordance with the requirements of the City of Tucson Floodplain Ordinance. This comprehensive hydrologic/hydraulic analysis and design shall address existing drainage conditions affecting the site in the 2, 10, and 100-year return events.

2.7.4.1 The findings and results of the hydrologic/hydraulic analysis and design shall be detailed in a comprehensive report for approval by the City Engineering Department. Resulting detailed design plans shall be included as part of this task and shall be coordinated with other project disciplines and functions. The detailed engineering design services shall provide for the design, construction documents, services during construction, and a warranty review as required for the site engineering portion of the project. In this connection the Consultant shall coordinate the services of others in their preparation of a detailed survey of existing Site conditions.

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

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

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

- .1 Design,
- .2 Construction Documents including all plans and documents necessary to meet the requirements of the NPDES Stormwater Permit for Construction Sites that disturb more than 5 acres,
- .3 Services During Construction,
- .4 and a Warranty Review as required for the site engineering portion of the project.

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

2.7.6 Development Plan, if required

2.7.7 Community Development Review Committee (CDRC) review, if required

2.7.8 Registered Communications Distribution Designer (RCDD): Design and locate the communications distribution to the building(s).

2.7.9 Quantity Take-Off Cost Estimates: Shall be prepared and provided to the City in conformance with Architecture & Engineering Division's Project Manager's Manual.

2.7.10 Warranty Review: Conduct a warranty review of the project just prior to the expiration of the warranty period provided in the construction contract.

2.7.11 Public Art: The City may choose to include Public Art in the Project, and the Consultant will be asked to participate in the selection process.

2.8 Reimbursable Expenses

2.8.1 Aerial Topographic And Property Survey: An allowance is made for the Consultant to obtain all aerial and ground survey work necessary to establish horizontal and vertical controls including the existing utilities, existing construction, restrictions, easements and other rights affecting the property. The survey and mapping shall extend a sufficient distance beyond the Project boundaries for all design purposes. The survey shall include benchmark(s) on City datum in the vicinity of the proposed construction. The horizontal controls shall be tied to the City of Tucson monumentation system.

2.8.2 Presentation Media: The Consultant shall provide presentation media of the subject facilities to convey the proposed design for the Project. The presentation media shall be of a size and scale agreed to between the Consultant and the Project Manager, and the completed presentation media shall be subject to the approval of the Project Manager. The allowance for presentation media shall include funds for providing photographs of the final product.

2.8.3 Printing: An allowance will be provided for the reproduction of copies of the Architectural Design Program, Schematic Documents, and Design Documents; of copies of the final Construction Documents; and copies of the final record ("as-built") drawings in electronic format as required in the Environmental General Services Department A/E AutoCAD Standards.

- 2.8.4 Travel Costs and Expenses: An allowance will be provided for expenditures made by the Consultant or his employees in the interest of the Project for transportation and living when traveling out of Tucson in connection with the Project and for long distance calls and overnight mailings. All such travel shall be at the City's established per diem rates and shall have the prior approval of the Project Manager.
- 2.8.5 Public Meetings: Consultant shall participate with the City, and be available for, public meetings dealing with this Project that may require presentation of the proposed facility design and its potential impact on the surrounding area.
- 2.8.6 Internet On-line Project Hub: Consultant may be required to retain the services of a company providing Internet service that can post the Consultant's contract documents online for retrieval at all times by the Sub-Consultants, Project Manager, and selected individuals associated with the project. The Consultant shall post the revised documentation on a basis consistent with the progress of the work. On-line platform shall allow for downloading of all completed documents at the project's completion.

### **ARTICLE 3: CITY-FURNISHED SUPPORT SERVICES**

Items under Article 3 are generally for projects performed for the City of Tucson, Participating Public Agencies may have differing requirements.

#### **3.1 General**

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

#### **3.2 Support Services**

##### **3.2.1 The City will:**

- .1 Assign a Project Manager who shall be the representative of the Environmental General Services Department A/E Division and the staff person responsible for the day-to-day coordination and administration of all matters pertaining to Consultant's fulfillment of the terms of this Contract.
- .2 Compensate the Consultant in accordance with the terms and schedules as described in **ARTICLE FOUR**.
- .3 Provide basic design criteria and scope of services required for each Project in sufficient detail to enable the Consultant to provide a not-to-exceed proposal within the required timeframe for provision of the requested services.
- .4 Provide upon the Consultant's request available information pertinent to the Project. It must be noted that the present information on file may be outdated and may lack accuracy. This information (including as-built drawings) will require the Consultant's field verification to ensure reliability.
- .5 Provide reasonable access to and make all provisions for Consultant's entry to public and private property as the Consultant requires to perform services.
- .6 Review, comment on, and provide final acceptance of all studies, reports, sketches, drawings, specifications, proposals and other documents Consultant presents, within a mutually agreed upon time, so as not to delay Consultant's services. Such reviews, comments, and acceptances by the City shall not be deemed to be for review of the technical accuracy of the Consultant's work which responsibility shall be the Consultant's under this Contract but shall be for monitoring progress, clarifying User Agency



questions, certifying payments, determining that Consultant's work complies with the overall Project requirements, and meets an acceptable standard of care.

- .7 Provide personnel knowledgeable with regard to existing site and systems to accompany The Consultant during orientation and data collection tasks as necessary and by mutual agreement.
- .8 Conduct a Consultant Performance Evaluation at the completion of each Project. These evaluations will be utilized by the City in determining the feasibility of contract extension as provided for herein.
- .9 Materials Testing: The City will provide for materials testing to include provisions for the soils and construction materials testing services required during construction of the Project.
- .10 Bear all costs incident to City's compliance with the requirements of this Article.

#### **ARTICLE 4: FINANCIAL CONSIDERATION**

Items under Article 4 are generally for projects performed for the City of Tucson, Participating Public Agencies may have differing requirements.

##### **4.1 Compensation and Method of Payment**

- 4.1.1 For performance of the services described in **ARTICLE 2**, the City shall pay the Consultant based on the negotiated hourly billing rates which include overhead, profit and all other costs associated with performing services under this Contract. The Consultant's negotiated billing rates will be used by the Consultant in developing the "not-to exceed" proposal amounts for each Project submitted for approval to the Project Manager. Consultant shall not commence any work until the proposal is approved and a Notice to Proceed is issued.
- 4.1.2 Consultant's proposal shall include all necessary consultant services for the performance of each Project, to include, as applicable: programming, site development, basic design services, services during bidding and construction, additional services and reimbursable expenses.
- 4.1.3 Progress payments will be made consistent with City procedures and in compliance with Environmental General Services Department A/E procedures. The Consultant shall prepare Pay Requests for the amount representing the actual value of the services rendered and submit these forms to the Project Manager for approval and processing.
  - 4.1.3.1 Schedule I - Basic Design Services: Progress payments will be made consistent with the percent of work complete for each payment period. Final payment for Schedule I services may be made when the construction contract is awarded.
  - 4.1.3.2 Schedule II - Services During Bidding and Construction: The Consultant shall prepare Pay Requests for submittal to the Project Manager for professional services rendered as of the first day of each calendar month in terms of the estimated percentage of construction completed by the Construction Contractor at the time of Consultant's billing. Final payment may be made when the construction contract is declared satisfactorily accomplished, electronic as-builts have been forwarded to and approved by the City, and copies of all final, approved submittals have been forwarded to the City.
  - 4.1.3.3 Additional Services: The City shall pay the Consultant only the authorized amounts for the complete performance of each of the required additional services.
  - 4.1.3.4 Reimbursable Expenses (which are all not-to-exceed allowances): Pay Requests shall be submitted with documentation of incurred expenses for reimbursement as approved expenses are incurred but not to exceed the amount agreed upon by the Consultant and the City.



## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

**Agency or User Department** – Used interchangeably to mean the City department or division responsible for managing the project.

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Days:** Sec. 28-2(10). "Days", unless otherwise specified, means calendar days and shall be computed pursuant to A.R.S. section 1-243.

**Director of Business Services:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**Evaluation Committee** – The committee established to formally evaluate Statements of Qualifications according to the evaluation criteria listed herein.

**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.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a submittal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a 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.

2. **PRE-SUBMITTAL CONFERENCE:** If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

3. **INQUIRIES:** Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official submittal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Qualifications will be binding.

NOTE: It is the responsibility of all interested parties to examine the entire Request for Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due time and date.

- 4. AMENDMENT OF REQUEST FOR QUALIFICATIONS:** The Offeror shall acknowledge receipt of a Request for Qualifications Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.
- 5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
- 6. PREPARATION OF STATEMENT OF QUALIFICATIONS:**
- A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required.
  - B. At a minimum, your statement of qualifications should include the signed Offer form, signed copies of any solicitation amendments, and your response to all evaluation criteria.
  - C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer page, Request for Qualifications Amendment(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
  - D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.
  - E. It is the responsibility of all offerors to examine the entire Request for Qualification package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
  - F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. SUBMITTAL FORMAT:** An electronic SOQ should be submitted on the forms and in the format specified in the solicitation. **The sections of the submittal should be clearly identifiable.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal. The City will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.
- 8. WHERE TO SUBMIT STATEMENT OF QUALIFICATIONS:** Competitive sealed Statement of Qualifications for the specified construction scope and/or services shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsol> until the date and time cited.

**Offerors shall submit** their SOQ proposal to the Business Services Department on or before the day and hour set for the Statement of Qualification Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>

In order to be considered, the Offeror must complete and submit its submittal to the City of Tucson Business Services Department electronically prior to or at the exact date and time indicated on the Notice of Request for Qualifications page. The Offeror's submittal shall be submitted listing the REQUEST FOR QUALIFICATIONS TITLE, REQUEST FOR QUALIFICATIONS NUMBER, SUBMITTAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be provided on the (S.O.Q) Statement of Qualifications cover page.

- 9. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director of Procurement or his designee. Proposed modifications or exception to the indemnification language herein

shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director of Procurement or their designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

- 10. PUBLIC RECORD:** All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 11. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 12. CERTIFICATION:** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 13. LATE SUBMITTALS:** Late submittals will be rejected.
- 14. OFFER & EXECUTION:** Offerors shall submit the Offer page located in this RFQ with their submittal, acknowledging (i.e. signature) their intent to enter into negotiations on this solicitation. As such, any exceptions to the Terms and Conditions shall be identified in the Offerors submittal.
- 15. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.
- 16. WITHDRAWAL OF SUBMITTAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 17. CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror(s) to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the City
- 18. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 19. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract, including but not limited to, bonds, the construction agreement and certificates of insurance.

**20. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Qualifications, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all submittals, or portions thereof; or
- (3) reissue the Request for Qualifications.

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

**21. SUBMITTAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

**22. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Qualifications shall be received at the Department of Procurement not less than five (5) working days before the Request for Qualifications due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

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

**23. EVALUATION PROCESS:** All submittals shall be evaluated in accordance with Arizona Revised Statutes Title 34 Chapter 6 and the evaluation criteria stated herein. The evaluation process and contract award shall include:

**A. Request for Qualification:**

- (i) An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract. The City of Tucson reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal. Experience with the city of Tucson and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- (ii) The City does not intend a 2-step RFQ, but reserves the right to in order of preference and based on criteria established and published by the selection committee included in the RFQ, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City of Tucson shall not reimburse the Offeror for the costs associated with the interview process.
- (iii) The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the short list. As multiple

Consultant(s) may be selected, exclusive or concurrent negotiations may be conducted with responsible Offerors. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

(iv) The contract file shall contain the basis on which the award is made.

**B. EVALUATION REQUIREMENTS: The evaluation will be conducted in accordance with the following plan:**

**1) The criteria for screening firms in this selection process are as follows:**

- |  |             |
|--|-------------|
| a. Experience and Qualifications of Team | (40 points) |
| b. Firm Experience on Similar Projects   | (30 points) |
| c. Qualifications of the Firm            | (20 points) |
| d. Other Considerations                  | (10 points) |
| e. OMINIA – Cooperative Program          | (0 points)  |

Points shall be assigned according to the above listed criteria and the Offerors will then be ranked accordingly.

## SELECTION PROCESS

One-Step Process to Retain Approximately SEVEN (7) Consultants Will be Conducted

### I. ONE STEP – STATEMENT OF QUALIFICATIONS (SOQ)

For One-Step solicitations, a qualified committee will evaluate the SOQ's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

### II. STATEMENT OF QUALIFICATIONS (SOQ)

All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. The offer form shall be submitted with a signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed by the person authorized to sign the submittal. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

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

- A) Cover Letter
- B) Statement of Qualifications in response to the Evaluation Criteria
- C) Offer Page
- D) Acknowledgement of any and all RFQ Amendments

#### A. COVER LETTER

Expressing interest in the project and identifying a single individual as point of contact for any future correspondence.  
(Suggested 2 Pages maximum)

#### B. EVALUATION CRITERIA: STEP 1

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

- Experience and Qualifications of Team (40 points)
- Firm Experience on Similar Projects (30 points)
- Qualifications of the Firm (20 points)
- Other Considerations (10 points)
- OMINIA – Cooperative Program (0 points)



## **1. EXPERIENCE AND QUALIFICATIONS OF TEAM (40 points)**

- A. Provide experience and qualifications of key team members and what their roles would be on a project. Also include any licenses, registrations, or certifications applicable to the proposed work; licenses, registrations or certifications need not be limited to Arizona depending on the team's footprint. Identify team experience on similar projects and the extent of team involvement including time commitment. Team experience on similar projects need not be limited to only projects performed in Tucson or the State of Arizona. Depending on the team's footprint, Consultants may submit a variety of similar projects that could have been performed with different organizations that vary by size, agency/company type, or geographical location.

Describe experience and qualifications of the team in the following areas:

1. List registered in-house Architects/Engineers, including Principals on the date of this submittal, including name, discipline and registration number. Please be clear as to what their roles will be on a project and who the City's main point of contact will be.
2. List, show in an organizational chart, and provide resumes for, the KEY individuals who are licensed in Arizona and who will be responsible for, and seal the documents for, the below disciplines. The chart should show the estimated time commitments of the project manager and core project staff as a percentage of the unit total time for a project. The chart should also reflect if team members are from local or other offices or from associated firms. Additionally, provide any other individuals the Offeror determines as KEY who may be licensed and can perform work outside of Arizona.

Disciplines include:

- a. Principal in Charge
- b. Architecture
- c. Programming and Site Development
- d. Landscape Design
- e. Civil Engineering
- f. Structural Engineering
- g. Mechanical Engineering
- h. Electrical Engineering
- i. Furnishings and Graphics
- j. Registered Communications Distribution Designer (RCDD)
- k. Environmental (i.e., asbestos/lead paint)
- l. Water Quality/Harvesting and Stormwater
- m. Construction Cost Estimating
- n. Construction Surveillance
- o. Other

**2. FIRM EXPERIENCE AND TEAM ON SIMILAR PROJECTS (30 points)**

- A. Provide the experience of the proposed firm on similar projects. Identify type and location of similar work to illustrate the work quality. Firm experience on similar projects need not be limited to only projects performed in Tucson or the State of Arizona. Depending on the firm's footprint, list a variety of similar projects that could have been performed with different organizations that vary by size, agency/company type, or geographical location. List specific references that may be contacted. Show how the experience relates to the categories outlined.
- B. List completed projects for which your firm was the architect or engineer of record, including project title, client name, construction cost and completion date.

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

**3. QUALIFICATIONS OF FIRM (20 points)**

- A. Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of the project on schedule and within budget. Describe how errors or omissions will be addressed and corrected. Include qualifications of any critical subconsultants or subcontractors.
- B. List experience with providing prompt Construction Administration Services as described in the Scope of Services.
- C. List experience with establishing estimates of probable construction costs.
- D. Provide three or more project owners for reference, including name, address and phone number. (Inquiry will include promptness, success in meeting project budgets, design ability and relationship with owner and contractor). Project owners for reference need not be limited to projects completed in Tucson or the State of Arizona.
- E. Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources. Describe internal measures that will be used to ensure timely completion.

**4. OTHER CONSIDERATIONS (10 points)**

- A. List and describe any Special or Unique Knowledge, Investigation & Data Management Approach Pertinent to Work.
- B. Describe your firm's approach to energy efficient and environmentally responsible design.

**5. OMNIA PARTNERS – COOPERATIVE PROGRAM (0 points)**

- A. Provide a response to the cooperative program.
  - 1. Include a detailed response to Attachment E, *Exhibit A, OMNIA Partners Response for National Cooperative contract*.

*While the term 'National' is often used in the OMNIA Partners attachments, a cooperative program may be established with successful Consultant(s) at a local, regional, or national level. Responses should highlight experience, demonstrate a strong local, regional, or national presence, describe how Consultant will educate its staff about the contract, describe how products and services will be distributed nationwide or regionally, include a plan for promoting and/or marketing the services and/or products across their region or nationwide, and describe how volume will be tracked and reported to OMNIA Partners.*

*On Attachment E, there are references to 'Suppliers' or 'Contractors' and/or 'Offeror' which are used interchangeably to mean Consultants.*

2. Consultant should include any additional sample agreements that a Participating Public Agency may be required to sign.
3. The successful Consultant(s), as applicable, will be required to sign Attachment E, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Consultants interested in participating in the OMNIA program should review Attachment E prior to submitting a response. Consultant's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

One item that should not be included, addressed, or discussed in the Consultant's response is anything pertaining to the Administrative Fee. This will be discussed at a later time after the technical evaluations are complete and Consultants enter into the negotiation phase.

#### **ADDITIONAL INVESTIGATIONS**

1. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a response to this Request for Qualifications.

#### **PRIOR EXPERIENCE**

1. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

#### **PRESENTATIONS/INTERVIEWS**

1. This is a one-step process. The City does not intend to conduct Presentations/Interviews but reserves the right to short-list and conduct Presentations/Interviews if determined in the best interest of the City.

#### **C. OFFER PAGE**

Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

#### **RFQ SUBMISSION CHECKLIST**

- A. Cover Letter
- B. Signed Offer
- C. Statement of Qualifications
- D. Any and All RFQ Amendments Signed
- E. Signed FTA and HUD Certifications
- F. Documents from Attachment E – Requirements for National Cooperative Contract To Be Administered by OMNIA Partners, if applicable

## SPECIAL TERMS AND CONDITIONS

1. **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 or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) 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.mesaaz.gov/home/showdocument?id=23638> 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.

2. **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.

3. **INSURANCE:** The Contractor agrees to:

- 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 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	\$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) *1</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 – Technology Errors &amp; Omissions - In addition to I, II, III</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

\*1 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.

- D. CLAIMS MADE INSURANCE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination, or cancellation.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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. , Participating Public Agencies may choose to issue work directly to a subcontractor if allowed by the Consultant(s) and Participating Public Agency.

**J. 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.

**K. 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. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.
3. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City is exposed.
4. 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. PROJECT AWARD:** If multiple awards are made, the City may request proposals from multiple firms for individual projects under this contract prior to issuance of Notice to Proceed. Individual Projects under this contract shall be awarded in any way deemed to be in the best interest of the City. The City shall not reimburse consultants for the cost of proposal preparation. Each proposal shall be submitted as a firm fixed not-to-be exceeded price for each project. Project proposal shall be based on approved hourly rates and will be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed. The City reserves the right to award Individual Projects under this contract in any way deemed to be in the best interest of the City.

Consultant(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed prices set forth herein at any time during the Contract term and such lower pricing does shall not be applied as a global price reduction under the Contract.

Due to services and products potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Consultant(s) may need to provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials if that is the pricing being provided as part of a Consultant(s) balance of line services and/or products. If time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Services and products provided in a situation where an agency is eligible for federal funding, Consultant is subject to and must comply with all federal requirements applicable to the funding included, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

**4. TERM AND RENEWAL:** The term of this contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for an additional two (2) year period and an additional one (1) year period, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The anticipated full term of the contract is five (5) years and the Consultant(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods up to five years) not to exceed the full term of the contract (including renewal periods). Any job orders, work orders, project agreements, or service agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Participating Public Agency and Consultant(s).

**5. RATE ADJUSTMENT:** The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the



extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

- 6. 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.

- 7. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM REQUIREMENTS:** The Consultant shall be required to comply with SBE Program requirements. Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Department of Procurement, Business Enterprise & Compliance Program during the negotiation phase(s), either a completed 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 names and addresses of the SBE firms;
2. The type and scope of work or service each SBE will perform; and,
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 is required prior to concluding negotiations and awarding a project.

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

Participating Public Agencies may have differing programs or requirements.

Also see attached: APPENDIX A - SBE Program Provisions for Professional Services

- 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS:** The Consultant shall be required to comply with DBE Program requirements, if goals are applicable, on all federally funded projects under the resulting contract. The DBE program and policies are codified in the Code of Federal Regulations (49 CFR 26). It is the responsibility of all contractors, vendors, suppliers and others who are interested in contracting with the City of Tucson

on federal contracts to read and become familiar with 49 CFR 26. The Consultant shall submit to the Department of Procurement, Business Enterprise & Compliance Program during the negotiation phase(s), 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.

1. The names and addresses of the DBE firms;
2. The type and scope of work or service each DBE will perform; and,
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 is required prior to concluding negotiations and awarding a project.

A signed offer in response to this RFQ represents the offerors intent to comply with the DBE program.

Participating Public Agencies may have differing programs or requirements.

Also see attached: APPENDIX B - DBE Program Provisions for Professional Services

**9. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS:** Individual projects may be funded by FTA. Any contract awarded pursuant to this RFP will contain the FTA Terms and Conditions listed herein as Exhibit A.

**10. FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REQUIREMENTS:** Individual projects may be funded by HUD. Any contract awarded pursuant to this RFP will contain the HUD Terms and Conditions listed herein as Exhibit B.

**11. SECTION 3 CLAUSE:** Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

**12. 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.

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.

- 13. 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.
- 14. 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 City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

## 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. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **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.
4. **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.
5. **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.
6. **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.
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:** 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.
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 be based upon the Request for Qualifications issued by the City and the Offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; 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 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.



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 and Regional Transportation Authority (RTA), 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, reasonable 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, but only to the extent caused by negligence, recklessness or intentional wrongful conduct 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. If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a \$4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

**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, holidays, paid vacation, sick days, or pension contributions 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. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

**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. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.



- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 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.

**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 proposal 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 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.

## OFFER

### TO THE CITY OF TUCSON:

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

For clarification, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_

\_\_\_\_\_  
City          State          Zip

Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

E-mail \_\_\_\_\_

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

\_\_\_\_\_  
Title

## **ATTACHMENTS**

### **ATTACHMENT A - SBE PROVISIONS**

### **ATTACHMENT B - DBE PROVISIONS**

### **ATTACHMENT C - FTA TERMS, CONDITIONS AND CERTIFICATIONS**

(click on the following link, to view Attachment C)

[https://www.tucsonprocurement.com/bidders\\_bidopportunities.aspx?Orderby=ContractNum](https://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)

### **ATTACHMENT D - HUD REQUIREMENTS**

#### **SECTION 3 REQUIREMENTS**

**HUD 5369-B**

**HUD 5369-C**

**HUD 5370-C**

**HUD 51915**

(click on the following link, to view Attachment D)

[https://www.tucsonprocurement.com/bidders\\_bidopportunities.aspx?Orderby=ContractNum](https://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)

### **ATTACHMENT E – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS**

(click on the following link, to view Attachment E)

[https://www.tucsonprocurement.com/bidders\\_bidopportunities.aspx?Orderby=ContractNum](https://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)

## ATTACHMENT A

### SBE Program Provisions (Informational at this time)

## SBE PROGRAM PROVISIONS FOR ALTERNATIVE PROJECT DELIVERY METHOD (APDM) CONSTRUCTION SERVICES

### PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

TBD % SBE

### I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

#### A. DEFINITIONS

**Certified 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, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

**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 one hundred thousand dollars (\$100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars (\$100,000); 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 Minority, woman or non-Minority Owned business that meets the North American Industry Classification System (NAIC) size standard adopted by the City for the purposes of qualifying for SBE certification.

**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, the Prime Contractor 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. You may access the most current SBE Directory at <http://www.tucsonprocurement.com/bidders/SBE.aspx>, scroll to the bottom of the page and click on SBE Directory. If the name of an SBE firm does not appear in the directory, 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. For any questions regarding the SBE Program and requirements, please call (520) 837-4000 for assistance.

## **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 are 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 Prime Contractor Report of Subcontractor Utilization.
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.
4. A contractor may not use another certified SBE general contractor to meet SBE participation goals as a subcontractor unless they are certified as an SBE subcontractor in a specific trade area other than "General Contractor."

**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 City's Department of Procurement, Business Enterprise & Compliance Program 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 Procurement 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.

## **C. PRIME CONTRACTOR REPORT OF SUBCONTRACTOR UTILIZATION FORM**

Prior to award, the Contractor is required to identify all subcontractors proposed to perform work on the project with the submission of the Prime Contractor Report of Subcontractor Utilization form to the Department of Procurement. This form will be submitted twice by the contractor, once prior to contract award and again at the end of the project with the final subcontractor contract amounts and subcontractor performance ratings.

## **III. GOOD FAITH EFFORT**

If the SBE plan does not meet the project goals, the contractor may seek a good faith effort 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 Department of Procurement 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 Procurement 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 Procurement Director as follows:

- 1. An aggrieved party may submit a protest in writing to the Procurement 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 Procurement 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** The Procurement Director may waive or reduce the project goals if it is determined that the SBE availability is less than projected. In such circumstances, the Procurement 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 five hundred thousand dollars (\$500,000). In such circumstances, the Procurement Director shall certify that SBE's are not ready, willing and able 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.

The Procurement Director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the bidders' subcontractors list and statement of proposed SBE plan.

#### **IV. MISCELLANEOUS PROVISIONS**

##### **A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:**

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform and supervise a distinct element of work.

All SBE subcontractor modifications, (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. 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 contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value and the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's credit for SBE participation.

## **B. SBE PROGRAM COMPLIANCE**

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. 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.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

- (1) Withholding monthly progress or final payments;
- (2) Withholding 10% of future payments;
- (3) Contract termination;
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. 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 prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6<sup>th</sup> floor 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 Department of Procurement, Business Enterprise & Compliance Program 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.

### **C. CONTRACTOR PERFORMANCE EVALUATION**

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Department of Procurement, Business Enterprise & Compliance Program 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 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.



**BUSINESS SERVICES DEPARTMENT – PROCUREMENT/  
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM**

**SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN**

RFQ: \_\_\_\_\_

Project Name: \_\_\_\_\_

Bidder must complete the table below listing **all** SBE subcontractors and **all** first tier subcontractors with a contract value at or above \$5,000\* If the SBE participation is below the established project goal, the bidder must submit a SBE good faith effort waiver.

Subcontractor's Name	SBE?		Trade/Industry	Dollar Value of Contract (SBE Only)
	Yes	No		

**\*There is no requirement to list non-SBE Subcontractors with contract values less than \$5,000**

Bidder's Base Bid Amount        \$ \_\_\_\_\_

Total Claimed SBE Participation    \$ \_\_\_\_\_ %

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: \_\_\_\_\_

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

Phone No. \_\_\_\_\_

Date: \_\_\_\_\_ Name & Title: \_\_\_\_\_

**A COMPLETED SBE PLAN AND/OR AFFIDAVIT OF GOOD FAITH EFFORTS MUST BE SUBMITTED WITH THE PROPOSAL.**

**City of Tucson  
Business Services Department-Procurement, Business Enterprise & Compliance Program**

**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 apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson’s SBE goal. This certificate will assist the City of Tucson’s Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. Pursuant to Administrative procedures and policies, the Procurement 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 bidder.

1. 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.

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2. Provide a brief summary of why the SBE 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 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 Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goal.) Attach necessary documentation.

Yes \_\_\_\_ No \_\_\_\_ Date of Contact \_\_\_\_\_ Contact Person \_\_\_\_\_

7. Describe any efforts undertaken to provide SBE 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 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 these 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

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10. Were any bids from SBE Subcontractors that were no more than 15% or \$500,000 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 efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.

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**City of Tucson**  
Business Services Department - Procurement  
Business Enterprise & Compliance Program

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**Prime Contractor Report of Subcontractor Utilization**

Date: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Contract #: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Estimated Contract Amount/Base Bid: \_\_\_\_\_ Final Amount: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a small business enterprise (SBE) or Non-SBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6<sup>th</sup> floor, Tucson, AZ 85701, fax (520) 791-4735 or email [Margot.Grossmann@tucsonaz.gov](mailto:Margot.Grossmann@tucsonaz.gov)

Subcontractor Firm Name	Contract Amount*	Indicate firm type		Rating
		SBE	Non-SBE	**Performance Rating 1-5

\* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

\*\*Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report. Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_



## ATTACHMENT B

### 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:

TBD % DBE

In consideration of the DBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

#### 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.

**Eligible Contract** - Any federally contract undertaken by the City, unless otherwise precluded by law, provided the estimate meets or exceeds one hundred thousand dollars (\$100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars (\$100,000); contracts which are require a small business enterprise goal pursuant to the Tucson Procurement Code Chapter 28, Article XIII; contracts awarded under sections 28-21 (sole source

procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

**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.

**Small Business Concern** - With respect to firms seeking to participate as a DBE, a small business concern (SBC) 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, Lorea, 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, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons who 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 Part 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: <https://utracs.azdot.gov>. If the name of a firm does not appear in the AZUCP database, it shall be the Offeror'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 Department of Procurement, Business Enterprise and Compliance Program at 520-837-4000.

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. The contractor must also include a copy of the DBE contract provisions in every subcontract. 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..

## **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 City 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 Department of Procurement, Business Enterprise and Compliance Program, 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 Director of Procurement 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 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 contractors 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 Department of Procurement, Business Enterprise & Compliance Program 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 Director of Procurement 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 Director of Procurement 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 the Department of Procurement 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 Offeror 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 Officials final decision, shall be maintained in the contract file at the Department of Procurement.

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 non-responsive.

The Procurement 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 Procurement Director determines that DBE availability is less than projected, the Procurement Director may waive or reduce established project goals. In such circumstances, the Procurement 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 Procurement 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.

5. 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 enclosed Prime Contractor Report of Subcontractor Utilization for Final Payment Record to Department of Procurement, Business Enterprise & Compliance Program 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, Department of Procurement, Director, 255 W. Alameda, 6<sup>th</sup> Floor, Tucson, Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project. Subcontractors will be assisted by the Department of Procurement with the complaint process.

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**

### **B. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:**

The contractor's distinct contract items of work to be awarded to DBE's shall be performed by the designated DBE. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The DBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified DBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the DBE substitution request including but not limited to:

3. The name of the original DBE firm, the description of work, the dollar value, the reason for the substitution request and a statement from the original DBE firm explaining why they can't perform the work.;
4. The name of the proposed substitute DBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

DBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining prior approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for DBE participation.

## **B. DBE PROGRAM COMPLIANCE**

The contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements as specified in 49 CFR Part 26. By submitting an offer to the City of Tucson; Offeror's bind themselves to make every good faith effort to meet the City's DBE goal. The contractor must also include a copy of the DBE contract provisions in every subcontract. 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.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

- (1) Withholding monthly progress or final payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or;
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. 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 prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6<sup>th</sup> floor 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 Department of Procurement, Business Enterprise & Compliance Program 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.

## **C. CONTRACTOR PERFORMANCE EVALUATION**

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Report of Subcontractor Utilization form. In addition to identifying all subcontractors utilized on a project, 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 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

## **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.).

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM**  
**(c) SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED DBE PLAN**

RFQ No. \_\_\_\_\_ Contract Name: \_\_\_\_\_

Offeror must complete the table below listing all DBE subcontractors and all first tier subcontractors with a contract value at or above \$5,000\* If the DBE participation is below the established project goal, the offeror must submit a DBE good faith effort waiver.

Subcontractor's Name	DBE?		Trade/Industry	Dollar Value of Contract (DBE Only)
	Yes	No		

**\*There is no requirement to list non-DBE Subcontractors with contract values less than \$5,000**

Offeror's Total Price Amount \$ \_\_\_\_\_

Total Claimed DBE Participation \$ \_\_\_\_\_ %

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades/industry identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the total pricing.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone No. \_\_\_\_\_

Date: \_\_\_\_\_ Name & Title: \_\_\_\_\_



**City of Tucson**  
**Department of Procurement, Business Enterprise & Compliance Program**

**AFFIDAVIT OF GOOD FAITH EFFORTS**

RFQ NO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**WHERE AN OFFEROR FAILS TO EXERCISE “GOOD FAITH” EFFORTS TO MEET DBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE OFFEROR WILL BE DEEMED NONRESPONSIVE.**

The intent of this certification is to document the good faith efforts implemented by the top ranked offeror in soliciting and utilizing DBE firms to meet the City of Tucson’s DBE goal. This certificate will assist the City of Tucson’s Department of Procurement, Business Enterprise & Compliance Program in determining whether the Offeror has implemented comprehensive good faith efforts. The burden of proof rests with the Offeror.

1. 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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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.).

4. Which portion of the contract proposal, in terms of suppliers was identified for DBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

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 (e.g. copy of written solicitation to DBE 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 Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the DBE goal.) Attach necessary documentation.

Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Contact \_\_\_\_\_ 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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9. 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

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11. Were any bids from DBE Subcontractors that were no more than 15% or \$250,000 greater than the accepted Non-DBE Subcontractor rejected? If so, describe in detail

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P. O. BOX 27210, TUCSON, AZ 85726-7210  
[CYNTHIA.THOMPSON@TUCSONAZ.GOV](mailto:CYNTHIA.THOMPSON@TUCSONAZ.GOV)

**REQUEST FOR QUALIFICATIONS NO. 222865**

PAGE 69 OF 49

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB  
PH: (520) 837-4134 FAX: (520) 791-4735

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11. 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 or sheets for this item.

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**City of Tucson**  
Department of Procurement  
Business Enterprise & Compliance Program

## Prime Contractor Report of Subcontractor Utilization

Date: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Contract #: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Estimated Contract Amount/Base Bid: \_\_\_\_\_ Final Amount: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a Disadvantaged Business Enterprise (DBE) or Non-DBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6<sup>th</sup> floor, Tucson, AZ 85701, fax (520) 791-4735 or email [Margot.Grossmann@tucsonaz.gov](mailto:Margot.Grossmann@tucsonaz.gov)

[illegible]

\* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

**\*\*Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.**

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

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

Print Name: \_\_\_\_\_

Title:

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## 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 Consultant

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

=====

The undersigned subcontractor/supplier/manufacture 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: \_\_\_\_\_



**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

**REQUEST FOR QUALIFICATIONS NO. 222865**

**ON-CALL ARCHITECT SERVICES**

**AMENDMENT NO. ONE (1)**

**DATE ISSUED: February 8, 2022**

The referenced document has been modified as per the attached Amendment No. 1.

**Please sign this Amendment where designated and return the executed copy with your SUBMITTAL.** This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or [Cynthia.thompson@tucsonaz.gov](mailto:Cynthia.thompson@tucsonaz.gov)

# REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
Phone: (520) 837-4134  
ISSUE DATE: FEBRUARY 8, 2022

RFQ NO.: 222865  
RFQ AMENDMENT NO.: 1  
PAGE 1 OF 1  
DUE DATE: MARCH 11, 2022

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

## ON-CALL ARCHITECT SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SUBMITTAL.  
THIS RFQ IS AMENDED AS FOLLOWS:

### ITEM NO. ONE (1): DUE DATE

The Due Date is hereby **changed** and is due on, **MARCH 11, 2022, at 2:00 P.M.**, LOCAL AZ TIME.

### ITEM NO. TWO (2): PRE-SUBMITTAL CONFERENCE DATE

The Pre-Submittal Conference Date is hereby changed and is scheduled for **FEBRUARY 16<sup>th</sup>, 2022 at 3:00** p.m. LOCAL AZ TIME. Please join the meeting by clicking on the following link.

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 213-293-2303,,223498209#](#) United States, Los Angeles

Phone Conference ID: 223 498 209#

[Find a local number](#) | [Reset PIN](#)

### \*END OF AMENDMENT\*

ALL OTHER PROVISIONS OF THE REQUEST FOR QUALIFICATIONS SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

**REQUEST FOR QUALIFICATIONS NO. 222865**

**ON-CALL ARCHITECT SERVICES**

**AMENDMENT NO. TWO (2)**

**DATE ISSUED: February 18, 2022**

The referenced document has been modified as per the attached Amendment No. TWO (2).

**Please sign this Amendment where designated and return the executed copy with your SUBMITTAL.** This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or [Cynthia.thompson@tucsonaz.gov](mailto:Cynthia.thompson@tucsonaz.gov)

# REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4134  
ISSUE DATE: FEBRUARY 18, 2022

RFQ NO.: 222865  
RFQ AMENDMENT NO.: 2  
PAGE 2 OF 4

DUE DATE: MARCH 11, 2022

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

## ON-CALL ARCHITECT SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SUBMITTAL.  
THIS RFQ IS AMENDED AS FOLLOWS:

### ITEM NO. ONE (1): DUE DATE

The Due Date shall remain the same and is due on, **MARCH 11, 2022, at 2:00 P.M.**, LOCAL AZ TIME.

### ITEM NO. TWO (2): QUESTION AND ANSWER

**Question:** Is an interested Offeror required to submit Attachment E – OMINA Partners Requirements for National Cooperative Contract to be Administered by OMINA Partners?

**Answer:** Per the Selection Process, RFQ Submission Checklist, of the Solicitation, the following documents shall be submitted:

- A. Cover Letter
- B. Signed Offer
- C. Statement of Qualifications
- D. Any and all RFQ Amendments, signed
- E. FTA and HUD Certifications, signed
- F. Documents from Attachment E – Requirements for National Cooperative Contract To Be Administered by OMNIA Partners, if applicable

An interested Offeror is not required to submit a response to Attachment E – OMINA Partners, when submitting their firm's Statement of Qualifications, (SOQ), submittal. As indicated in the Solicitation, participation in the OMNIA contract is encouraged but not a mandatory requirement.

**Question:** Are vendors required to submit an overhead rate calculation during contract negotiations?

**Answer:** Yes, the overhead rate will be required of the successful respondents during contract negotiations.

***Remainder of page intentionally blank***

# REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4134  
ISSUE DATE: FEBRUARY 18, 2022

RFQ NO.: 222865  
RFQ AMENDMENT NO.: 2  
PAGE 3 OF 4

DUE DATE: MARCH 11, 2022

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

## ITEM NO. THREE (3): PRE-SUBMITTAL ATTENDANCE

The attendance sheet for the Pre-Submittal Conference, held on February 16, 2022, is attached to as Attachment A.

### **\*END OF AMENDMENT\***

ALL OTHER PROVISIONS OF THE REQUEST FOR QUALIFICATIONS SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

# REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4134  
ISSUE DATE: FEBRUARY 18, 2022

RFQ NO.: 222865  
RFQ AMENDMENT NO.: 2  
PAGE 4 OF 4  
DUE DATE: MARCH 11, 2022  
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

## ATTACHMENT A

### ATTENDANCE PRE-SUBMITTAL CONFERENCE

This is to acknowledge that the undersigned were present at the **PRE-SUBMITTAL CONFERENCE FOR RFQ 222865 ON-CALL ARCHITECT SERVICES, Wednesday, February 16, 2022, 3:00 p.m. LOCAL AZ TIME**, via MS Teams meeting.

Name of Person	Name of Firm	E-mail Address
Amy Smith	OMINA Partners	<a href="mailto:Amy.Smith@omniapartners.com">Amy.Smith@omniapartners.com</a>
Belinda Patka	BWS Architects	<a href="mailto:bpatka@bwsarchitects.com">bpatka@bwsarchitects.com</a>
Christi Ferris	Gould Evans	<a href="mailto:Christi.ferris@gouldevans.com">Christi.ferris@gouldevans.com</a>
Cullen Chapman	Logan Simpson Landscape Architecture	<a href="mailto:cchapman@logansimpson.com">cchapman@logansimpson.com</a>
Cynthia Thompson	City of Tucson	<a href="mailto:Cynthia.Thompson@tucsonaz.gov">Cynthia.Thompson@tucsonaz.gov</a>
Daniela Nunez	Poster Mirto McDonald	<a href="mailto:dnunez@pmm.design">dnunez@pmm.design</a>
Deann Gates	Martin, White & Griffis Structural Engineers	<a href="mailto:dgates@mwgstructural.com">dgates@mwgstructural.com</a>
Elizabeth Fabian	Gensler	<a href="mailto:Elizabeth_Fabian@gensler.com">Elizabeth_Fabian@gensler.com</a>
Fred Narcaroti	Ninyo & Moore	<a href="mailto:fnarcaroti@ninyoandmoore.com">fnarcaroti@ninyoandmoore.com</a>
Henry Tom	Line and Space	<a href="mailto:henryt@lineandspace.com">henryt@lineandspace.com</a>
Jessica Goforth	OMINA Partners	<a href="mailto:Jessica.Goforth@omniapartners.com">Jessica.Goforth@omniapartners.com</a>
John Birkinbine	Line and Space	<a href="mailto:jonnyb@lineandspace.com">jonnyb@lineandspace.com</a>
Jordan Farmer	SPS+ Architects	<a href="mailto:Jordan.f@spsplusarchitects.com">Jordan.f@spsplusarchitects.com</a>
Joseph Palacino	City of Tucson	n/a
Kevin Barber	Swaim Associates	<a href="mailto:kbarber@swaimaia.com">kbarber@swaimaia.com</a>
Kimberly Kearns	Bureau-veritas North America	<a href="mailto:Kimberly.kearns@bureauveritas.com">Kimberly.kearns@bureauveritas.com</a>
Leah Price	M3 Engineering and Tech Corp.	<a href="mailto:Leah.price@m3eng.com">Leah.price@m3eng.com</a>
Macie Chavez	ADM Group, Inc.	<a href="mailto:mchavez@admgrouppinc.com">mchavez@admgrouppinc.com</a>
Margot Grossman	City of Tucson	n/a
Matt Sage	City of Tucson	n/a
Patrick Magness	Gensler	<a href="mailto:Patrick_magness@gensler.com">Patrick_magness@gensler.com</a>
Phil Santoro	OMINA Partners	<a href="mailto:Phil.santoro@omniapartners.com">Phil.santoro@omniapartners.com</a>
Rachel Carraway	Gensler	<a href="mailto:Rachel_carraway@gensler.com">Rachel_carraway@gensler.com</a>
Reba Schaber	City of Tucson	n/a
Rita Anne Proto	WSM Architects	<a href="mailto:wsm@wsMarch.com">wsm@wsMarch.com</a>
Rob Bass	SPS+ Architects	<a href="mailto:Rob.b@spsplusarchitects.com">Rob.b@spsplusarchitects.com</a>
Rylie Rasler	Rider Levett Bucknall (RLB)	<a href="mailto:Rylie.rasler@us.rlb.com">Rylie.rasler@us.rlb.com</a>
Scott Wilson	OMINA Partners	<a href="mailto:Scott.wilson@omniapartners.com">Scott.wilson@omniapartners.com</a>
Sedona Scheopner	GLHN Architects & Engineers	<a href="mailto:sscheopner@qlhn.com">sscheopner@qlhn.com</a>
Steve Hooper	Bureau Veritas North America	<a href="mailto:Steve.a.hooper@bureauveritas.com">Steve.a.hooper@bureauveritas.com</a>
Tina Mickelberg	WSM Architects	<a href="mailto:tmickelberg@wsMarch.com">tmickelberg@wsMarch.com</a>

Signed: \_\_\_\_\_

*Cynthia Thompson, CPPB*  
Cynthia Thompson, NIGP-CPP, CPPB  
Principal Contract Officer



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

**\*\*\*RFQ 222865 \*\*\*  
ON CALL ARCHITECT SERVICES**

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## **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**
- Prohibitions Against Exclusionary or Discriminatory Specifications**
- Debarment and Suspension Requirements**
- Federal Changes**
- Civil Rights Requirements**
- Termination Provisions**
- Requirements for Disadvantaged Business Enterprises**
- Incorporation of FTA Terms**

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

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

### **Cargo Preference**

- Acquisition of Property Shipped by Ocean Vessel**
- Acquisition of Property Shipped by Air**

### **Non Construction Activities**

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

### **Planning, Research, Development and Demonstration Projects**

- Patent Rights Requirements**
- Rights in data and copyrights requirements**

### **Miscellaneous Special Requirements**

- Environmental Protection**
- Energy Conservation Requirements**
- Metric System Requirements**
- National ITS Architecture**
- Seat Belt Use**

**Text Messaging While Driving**

**Certifications**

**Buy America  
Lobbying**

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

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

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

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

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

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

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

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

### **Federal Disclaimer to Third Parties**

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

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

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

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

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

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

1. Apart from inconsistent requirements imposed by Federal statute or regulations, the City of Tucson agrees that it will comply with 49 U.S.C. § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

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

#### **Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tucson may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the City of Tucson if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City of Tucson for assistance in obtaining a copy of those regulations.



5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City of Tucson.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City of Tucson may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Federal Changes - 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 (16) dated October, 2009 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.

**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.**

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
  - a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

1. **Termination for Convenience (General Provision):** The City Of Tucson may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City Of Tucson to be paid the Contractor. If the Contractor has any property in its possession belonging to the City Of Tucson, the Contractor will account for the same, and dispose of it in the manner the City Of Tucson directs.
2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City Of Tucson may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Tucson, acts of another Contractor in the performance of a contract with the City of Tucson, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within ten [10] days from the beginning of any delay, notifies the City of Tucson in writing of the causes of delay. If in the judgment of the City of Tucson, the delay is excusable,

the time for completing the work shall be extended. The judgment of the City of Tucson shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Tucson.

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 & 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the contractor noncomplaint 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.

### **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 \$100,000**

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

### **Records Retention**

Contractor shall retain all books, documents, papers, data and records relating to its performance under this contract until the expiration of three years after final payment of the contract and all other contractual matters are closed.

### **Audit and Inspection of Records**

1. The Contractor shall permit the authorized representatives of the City Of Tucson, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three years after final payment under this contract.
2. The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the City Of Tucson, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes
  - a. purchase orders not exceeding \$10,000 and
  - b. subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
3. The periods of access and examination described above, for records which relate to
  - a. appeals under the disputes clause of this contract,
  - b. litigation or the settlement of claims arising out of the performance of this contract, or
  - c. costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

### **Access**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs

described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

### **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 or damage.

### **Remedies**

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

### **Rights and Remedies**

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

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

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

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

### **Refer to the Special Terms & Conditions of this Solicitation**

#### **Bid Bond Requirements (Construction )**

a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the City Of Tucson and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the City Of Tucson to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for the time period designated in the General Terms and Conditions subsequent to the opening of bids, without the written consent of the City Of Tucson.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid after the bid opening without the written consent of the City Of Tucson, shall refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the City Of Tucson's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the City Of Tucson as provided shall prove inadequate to fully recompense the City Of Tucson for the damages occasioned by default, then the undersigned bidder agrees to indemnify the City Of Tucson and pay over to the City Of Tucson the difference between the bid security and the City Of Tucson's total damages, so as to make the City Of Tucson whole.



The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City Of Tucson determines that a lesser amount would be adequate for the protection of the City Of Tucson.
2. The City Of Tucson may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City Of Tucson may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of the payment bonds shall equal:
  - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
  - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - iii. Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City Of Tucson may require additional protection as required by subparagraph 1 if the contract price is increased.

## **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City Of Tucson's interest.

- a. The following situations may warrant a performance bond:
  1. The City Of Tucson property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
  2. A contractor sells assets to or merges with another concern, and the City Of Tucson, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
  3. Substantial progress payments are made before delivery of end items starts.
  4. Contracts are for dismantling, demolition, or removal of improvements.
- b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
  1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City Of Tucson determines that a lesser amount would be adequate for the protection of the City Of Tucson.
  2. The City Of Tucson may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City Of Tucson may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City Of Tucson's interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
  1. The penal amount of payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and one half million if the contract price is increased.

### **Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City Of Tucson shall determine the amount of the advance payment bond necessary to protect the City Of Tucson.

### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City Of Tucson shall determine the amount of the patent indemnity to protect the City Of Tucson.

### **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to the City Of Tucson, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City Of Tucson, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the City Of Tucson and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City Of Tucson. As additional security for these guarantees, at the City of Tucson's request the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the City Of Tucson written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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

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

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

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each

violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

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

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

**Cargo Preference**

## **Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381**

### **Acquisition of Property Shipped by Ocean Vessel:**

Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

- a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **Acquisition of Property Shipped by Air (Fly America):**

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **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.

**Planning, Research, Development and Demonstration Projects**

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

### CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

## **Miscellaneous Special Requirements**

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

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

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

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

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

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

**National ITS Architecture**

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

**Seat Belt Use**

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

**Text Messaging While Driving**

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

a. Definitions. As used in this Special Provision:

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



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

b. Safety. The Grantee is encouraged to:

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

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

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

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

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

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

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

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

## **Certifications**

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

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

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

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

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

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

**(To be submitted by the bidder/offeror)**

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

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

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

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

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

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

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

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

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

A protest filed with FTA shall:

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



**REQUEST FOR QUALIFICATIONS 222865  
ON-CALL ARCHITECT SERVICES**

**ATTACHMENT D – HUD REQUIREMENTS**

**SECTION 3 REQUIREMENTS**

**HUD Form - 5369-B**

**HUD Form - 5369-C**

**HUD Form - 5370-C**

**HUD Form - 51915**

## SECTION 3 RESIDENTS AND BUSINESS CONCERNS

### Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

### Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

## INCOME LIMITS

New Income Limits for Tucson and Pima County were issued December 18, 2013. The Area Median Family Income is \$56,300. The following Income Limits are effective December 18, 2013.

FY 2014 Income Limit Area	Median Income	FY 2014 Income Limit Category	Persons in Household							
			1	2	3	4	5	6	7	8
<b>Pima County</b>	<b>\$56,300</b>	Very Low (50%) Income Limits (\$)	19,950	22,800	25,650	<b>28,500</b>	30,800	33,100	35,350	37,650
		Extremely Low (30%) Income Limits (\$)	12,000	13,700	15,400	<b>17,100</b>	18,500	19,850	21,250	22,600
		Low (80%) Income Limits (\$)	31,950	36,500	41,050	<b>45,600</b>	49,250	52,900	56,550	60,200

For families with more than 8 persons, please contact the City at 837-5333 for assistance in calculating the appropriate income limits.

CITY OF TUCSON

SECTION 3 OPPORTUNITIES PLAN  
STATEMENT OF INTENT TO FULFILL OBLIGATION

PROJECT: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

OPPORTUNITIES PLAN

- ☐ The Contractor has identified \_\_\_\_\_ employment opportunities during the term of the contract (if no opportunities have been identified, enter 0). The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of work of this Contract.
- ☐ The Contractor has identified \_\_\_\_\_ subcontracting opportunities.
- ☐ The Contractor qualifies as a Section 3 Business Enterprise. *(See section below)*

**Please select "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.**

1. 51% or more of the business is owned by Section 3 Resident; or  
\_\_\_\_\_ YES \_\_\_\_\_ NO
2. 30% or more of the company's full-time employees are Section 3 Residents, or were Section 3 Residents within the past three years; or  
\_\_\_\_\_ YES \_\_\_\_\_ NO
3. The company can provide evidence, as required, of a commitment to subcontract 25% or more of all subcontract dollars to a certified and qualified Section 3 Business Enterprises.  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Contractor's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

CITY OF TUCSON

INDIVIDUAL CERTIFICATION  
FOR  
SECTION 3 RESIDENT ELIGIBILITY

This form is to be used by individual persons requesting to be certified by the City of Tucson as a Section 3 Resident for purposes of Section 3 employment opportunities on HUD-funded construction projects.

Project: \_\_\_\_\_ Contract #: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Hire Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(No P.O. Box Addresses)

City State Zip: \_\_\_\_\_ Email Address: \_\_\_\_\_

Please complete Part A (Household Size and Income) OR Part B (Public Housing Resident)

**A. Household Size and Income**

My household size (total persons in household) is: \_\_\_\_\_

My total annual household income is: \_\_\_\_\_

My total current monthly household income is: \_\_\_\_\_

**B. Public Housing Resident**

I currently receive the following housing assistance:

Check box: ☐ Public Housing ☐ Section 8 (Housing Choice Voucher)

**City Use Only**

Income at/below: \_\_\_\_\_

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

Public Housing Resident/  
Sec. 8/HCV Participant: \_\_\_\_\_

**Certification**

I hereby certify, under penalty of perjury, that all of the information provided above is true and correct. I agree to provide acceptable documentation, if requested, that confirms the accuracy of my residency, household size, income, and employment.

Employee Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

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

CITY OF TUCSON

SECTION 3 ELIGIBLE BUSINESS CERTIFICATION

Instructions

To be considered for certification as a Section 3 Business Concern, a business must complete this form and provide all required supporting documentation. An *Individual Certification for Section 3 Resident Eligibility Form* must be completed and signed by each Section 3 Resident owner or employee certifying that each individual meets the HUD definition of a Section 3 Resident.

BUSINESS LEGAL STATUS

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_

☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Limited Liability

Date Business Established \_\_\_\_\_

Federal Tax ID or Social Security Number \_\_\_\_\_

Total Number of  
Employees: \_\_\_\_\_

\*Number of Section 3  
Employees: \_\_\_\_\_

Percentage of Section 3  
Employees: \_\_\_\_\_%

\*Must provide completed Individual Certification forms for each employee

Please select "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of the business is owned by Section 3 Resident; or \_\_\_\_\_ YES \_\_\_\_\_ NO
2. 30% or more of the company's full-time employees are Section 3 Residents, or were Section 3 Residents within the past three years; or \_\_\_\_\_ YES \_\_\_\_\_ NO
3. The company can provide evidence, as required, of a commitment to subcontract 25% or more of all subcontract dollars to a certified and qualified Section 3 Business Enterprises. \_\_\_\_\_ YES \_\_\_\_\_ NO

A Section 3 Resident is a public housing resident or an individual who resides in the covered metropolitan area and is a low income person as identified by HUD, (see certification instructions for HUD definitions and income limits).

Owner' Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (ii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 11/30/2023)

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**Model Form of Agreement Between  
Owner and Design Professional**

# Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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## Introduction to Agreement

### Agreement

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

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## Article A: Services

### A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- Site plan(s)
- Schedule of building types, unit distribution and bedroom count
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Outline specifications
- Preliminary construction cost estimates
- Project specific analysis of codes, ordinances and regulations
- Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Updated three dimensional line drawings
- Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquiries
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within \_\_\_\_\_ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

## A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

## Article B: Compensation and Payment B.

### 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

#### B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

#### B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

#### B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

### Article C: Responsibilities

#### C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf)).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.


D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount

D. 1.8 Retention of Rights. Neither the Owner'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 Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional's negligent performance of any of the services furnished under this contract.

**Article E: Additional Requirements**

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

#### **Article F: Other Owner Requirements (if any)**

(Continue on additional pages as necessary)



This Agreement is entered into as of the day and year first written above.

Owner	Design Professional
<hr/>	<hr/>
(Housing Authority)	(Firm)
<hr/>	<hr/>
(Signature)	(Signature)
<hr/>	<hr/>
(Print Name)	(Print Name)
<hr/>	<hr/>
(Print Title)	(Print Title)

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Addendum (If any)  
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_ between the Owner \_\_\_\_\_ and Design Professional \_\_\_\_\_ on Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)