COOPERATIVE PURCHASING AGREEMENT

THIS COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered into this ___ day of ____, 2023, by and between the City of Douglas, an Arizona municipal corporation ("City") and Stantec Consulting Services, Inc. an New York corporation ("Contractor) for Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank (the "Services").

RECITALS

- A. After a competitive procurement process, the City of Tucson entered into Contract No. 181820-02 effective through March 7, 2024 (the "Tucson Contract"), for on-call engineering services. A copy of the Tucson Contract and subsequent extensions is attached hereto as Exhibit A and incorporated herein by reference.
- B. The City is permitted to purchase such materials under the Tucson Contract and the Tucson Contract permits its cooperative use by other public entities including the City.
- C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Tucson Contract; and (ii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the purchase of uniforms.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and the Contractor hereby agree as follows:

- 1. **TERM OF AGREEMENT**. The term of this Agreement shall commence upon execution by both Parties and shall continue until October 1, 2024 or the completion of the Services, whichever occurs earlier.
- 2. **SERVICES.** Contractor agrees to perform the following services in connection with the Services:

See attached Exhibit B, which are incorporated into this Agreement.

3. **COMPENSATION**. In accordance with the terms and conditions of this Agreement, City shall compensate Contractor as follows:

See attached Exhibit B, which is incorporated into this Agreement.

In no event shall the total compensation paid to Contractor under this Agreement exceed Three Hundred Twenty Five Thousand Two Hundred Fifteen dollars and Forty Nine cents (\$325,215.49). Exhausting the total amount payable for activities described in Section 1 above

shall not relieve Contractor of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, <u>Contractor's Duties</u>, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional services.

- 4. WARRANTY. Contractor warrants to the City that: (1) the services will be performed with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services within the Tucson Metropolitan at the time when the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Consultant's performance.
- 5. **CONTRACTOR'S BILLING:** Payment shall be made by the City to the Contractor on the basis of invoices submitted which must include a detailed itemization of all products included, and is subject to review and certification of the City's authorized representative prior to payment. Consultant will be paid within 30 days of receipt of an invoice.
- 6. **NOTICES.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Douglas
Attn: City Manager
425 10 th Street
Douglas, AZ 85607

If to Contractor:

Stantec Consulting Services, Inc.
Attn: Colleen Ruiz, P.E.
3133 West Frye Road, Suite 300
Chandler, AZ 85226

- 7. **TERMINATION**. This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Contractor shall be paid for Products provided to the date of receipt of such termination notice.
- 8. **RIGHT OF CITY TO CONTRACT WITH OTHERS.** Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.
- 9. UNCONTROLLABLE FORCES. City and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the

public enemy, or other events beyond the control of the other or the other's employees and agents.

- 10. **WAIVER OF TERMS AND CONDITIONS.** The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- 11. **INDEPENDENT CONTRACTOR**. Contractor shall at all times during Contractor's performance retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.
- 12. INDEMNIFICATION. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees. This section shall survive the expiration or early termination of the Agreement.
- any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, in the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Cochise, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.
 - 14. GOVERNING LAW AND VENUE. The terms and conditions of this Agreement shall

be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

- 15. **NONASSIGNMENT.** Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of City.
- 16. **ISRAEL BOYCOTT**: Contractor shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01
- 17. **CONFLICTING TERMS.** In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and the Tucson Contract, the terms of this Agreement shall govern.
- 18. **SEVERABILITY.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- 19. **CONFLICT OF INTEREST.** The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.
- 20. AMERICANS WITH DISABILITIES ACT. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)
- 21. **FEDERAL REGULATIONS.** Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this Agreement, that: Contractor is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Contractor's principals are not currently suspended or debarred from contracting

with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

- 22. **NO KICK-BACK CERTIFICATION.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.
- 23. **CONFLICTING TERMS**: In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and the Tucson Contract or Exhibit B, the terms of this Agreement shall govern. Notwithstanding the foregoing, unauthorized exceptions, conditions limitations or provisions in conflict with the terms of this Agreement, the Tucson Contract or Exhibit B (collectively, "Unauthorized Conditions"), other than the City's specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement, under the Tucson Contract or Exhibit B shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.
- 24. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED. Pursuant to A.R.S. § 35-394, Consultant hereby certifies to the City as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Consultant further acknowledges and agrees that: (1) if the Consultant becomes aware during the term of this Agreement that it is not in compliance with this certification that the Consultant will notify the City within five (5) business days after becoming aware of the noncompliance; and (2) if the Consultant does not provide the City with a written certification that the Consultant has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The City retains the legal right to inspect the records of the Consultant to ensure compliance with this certification for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

Stantec Consulting Services, Inc.

A New York corporation

Ruiz, Colleen Date: 2023.08.09 09:59:53-06'00'

By: Colleen Ruiz, P.E.

Title: Senior Principal

CITY OF DOUGLAS

An Arizona municipal corporation

Ana Urquijo City Manager

EXHIBIT A

City of Tucson On-Call Civil Engineering Contract



CITY OF TUCSON DEPARTMENT OF PROCUREMENT April 4, 2018

Stantec Consulting Services Inc. Attn: Tony Cabrera, Principal, Transportation 5151 E. Broadway Blvd. Suite 400 Tucson, AZ 85711 Tony.Caberera@Stantec.com

Reference: Contract No. 181820-02 On Call Civil Engineering

This is your notice of final award for the referenced contract. Please find attached your pdf copy of the contract, purchase order and the designation of contract representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at 520.837.4125.

The City wishes to thank you for your interest and submittal.

Sincerely,

Dan Longanecker, CPPB Principal Contract Officer

Attachments

c: File

Purchase Order

PO Printed Date: 03/08/2018



City of Tucson **Business Services Department** 255 W. Alameda P.O. Box 27210 Tucson, AZ 85726 USA Email: VendorRegistration@tucsonaz.gov

Phone: (520)791-4217

Website: http://www.tucsonprocurement.com

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٧	Vendor Number: 0177000
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N	STANTEC CONSULTING SERVICES INC.
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PO Date: 03/08/2018 Buyer: Dan Longanecker Phone #: (520)837-4125 FOB:

Terms: .5% 10 days

Purchase Order Number 40743:0

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

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Department	Bid Number	Requisition Number	Delivery Date
TRANS - Transportation			0 Days ARO

Item	Class Item	Bid Item#	Req Line Item #	Quantity	Unit	Unit Price	Total
1	CONTRACT 181820-02: ON CALL CIVIL ENGINEERING SERVICES FOR THE PERIOD OF MARCH 8, 2018 TO MARCH 7, 2019.			1.0	EA - Each	\$0.00	\$0.00
						Subtotal	\$0.00
						Тах	\$0.00
						Freight	\$0.00
						iscount	

Total \$0 DIRECTOR OF PURCHASER/BUYER FINANCE APPROVED DATE ENCUMBERED				\$0,0
DIRECTOR OF PURCHASER/BUYER		·	Total	\$0.0
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FINANCE APPROVED DATE ENCUMBERED	DIRECTOR O	PURCHASE	R/BUYER	
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TO:

MEMORANDUM

DATE:

November 1, 2017

Lance Peterson

FROM:

Dan Longanecker, CPPB

City of Tucson

Principal Contract Officer

Department of Transportation Lance.Peterson@tucsonaz.gov

SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson CONTRACT NO. 181820, On Call Civil Engineering Services. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

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

1. Be thoroughly familiar with the terms and provisions of the contract;

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

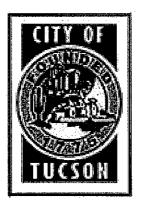
You are not authorized to take the following actions:

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

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

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

	ing any needed assistance	throughout the term of the contract. Please do not hesitate to
contact us should you have any questions.		/ .
	F. ZI	1//-/-
Lance Peterson Som		9/3/18
Printed Name	Signature	Date



DEPARTMENT OF PROCUREMENT

CONTRACT NO. 181820-02

On Call Civil Engineering Services

Stantec 5151 E Broadway Blvd, Suite 400 Tucson, AZ 85711

> Phone: 520.745.7475 Fax: 520750.7470

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CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

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APPENDIX E - FEE SUMMARY

APPENDIX F - INSURANCE

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CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

I. INTRODUCTION

This contract is issued pursuant to Request for Qualifications (RFQ) number 181820 issued to select up to six (6) qualified consultants to provide On-Call Civil Engineering Services for miscellaneous projects. Services to be provided are detailed in APPENDIX D.

This is to establish nonexclusive "services-on-demand" retainer type professional service contracts. The contracts will be based on a negotiated hourly billing rates. A scope of work and a total not-to-exceed fee amount will be negotiated as each project arises.

Federal Transit Administration (FTA) and Regional Transportation Authority (RTA) may be utilized. The FTA Terms and Conditions contained in APPENDIX C will apply to these projects.

II. TIME OF PERFORMANCE

- 1. The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two-year periods 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.
- 2. Per project schedules shall be agreed upon prior to issuance of notice-to-proceed for each individual project.

III. FINANCIAL CONSIDERATIONS

- 1. In consideration of the services performed under this contract, the City shall pay the Consultant in accordance with hourly rates negotiated in APPENDIX E: FEE ESTIMATE SUMMARY. The level of effort required to complete each project along with any other direct expenses shall be negotiated prior to issuance of notice-to-proceed. Individual projects including all phases and sub-consultants shall not exceed \$ 5000,000 unless the Director of Procurement or his designee approves a waiver prior to issuance of notice-to-proceed. The negotiated fee can be based upon cost plus fixed fee or lump sum.
- Consultants shall not be reimbursed for normal business use mileage within Pima County.
 Work requiring travel outside of Pima County shall include reimbursement for travel and per
 diem expenses paid per current City of Tucson allowances. Vehicle usage, lodging, and per
 diem expenses for out of town consultants must be identified and approved in the consultant's
 cost proposal.
- Consultant shall consider normal computer usage for daily activities as a part of overhead.
 Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the consultant's cost proposal.
- 4. The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.
- 5. The invoice shall be submitted monthly based upon work completed and direct costs incurred and shall include a ten percent (10%) retainage of the amount billed. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment and release of retention shall be made.

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CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

- 6. Direct expenses shall be paid at cost to consultant and shall include no markup.
- 7. The City will review fully documented requests for rate adjustment only after this contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract renewal and will be a factor in the renewal 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 renewal.

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PH: (520) 837-4125 / FAX: (520) 791-5875

IV. SPECIAL TERMS AND CONDITIONS

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

2. **INSURANCE**: 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 thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City and the Regional Transportation Authority (RTA) as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that 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
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and	
Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
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
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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- *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. ADDITIONAL INSURANCE REQUIREMENTS: All policies shall include, or 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.
 - The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance

Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance

CONTRACT NO. 181820-02

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CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

- J. 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:** The City intends to request project specific Statements of Qualifications (SOQs) from all firms awarded under the contract. City staff will review, score and rank the SOQs with highest ranked firm invited to submit a fee proposal and enter into negotiations for the project. Should the City be unable to reach an agreement with the highest ranked firm, negotiations will be terminated and the City may enter into negotiation with the next highest ranked firm for the project.

If this is impracticable, the City may elect to direct select a firm without project SOQs by reviewing initial SOQs submitted during the selection process for evaluation relative to the project requirements. The City will then enter into negotiations the firm deemed be the best qualified for the project.

The City shall not reimburse consultants for the cost of proposal preparation. Each project shall 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

Individual projects not to exceed \$500,000 unless a written wavier is approved by the Procurement Department.

- 4. CONTRACT TERM AND RENEWAL: The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two (2) year periods, 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.
- 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.

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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. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See 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.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

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

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

8. **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.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

9. 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

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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.

10. INVOICING: The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by TDOT. 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.

11. 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. Also see attached:

APPENDIX A - SBE Program Provisions for Professional Services

12. 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

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contracts to read and become familiar with 49 CRF 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 walver 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. Also see attached:

APPENDIX B - DBE Program Provisions for Professional Services

13. FTA REQUIREMENTS: See Appendix C

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V. STANDARD TERMS AND CONDITIONS

- 1. ADVERTISING: Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AMERICANS WITH DISABILITIES ACT: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 3. APPLICABLE LAW: This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 4. ARBITRATION: It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
- 5. ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- **10. 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.
- 11. 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.

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- 12. 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.

- 13. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. 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.
- 14. 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.
- 15. 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.
- **16. 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.
- 17. 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.

18. 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

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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.

- 19. 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.
- 20. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 21. 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.
- 22. 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.

- 23. 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.
- 24. 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

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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.

- 25. 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.
- **26. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 27. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 28. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 29. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 30. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 31. PATENT INFRINGEMENT: The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or 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 thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

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

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

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

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

The Contractor's payment terms shall apply to all purchases and to all payment methods.

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- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- **37. 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.
- 38. 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.
- **39. 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.
- **40. 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.
- 41. 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.
- **42. 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.

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43. 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.
- 44. **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.

- **45. 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.
 - 46. 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.

CONTRACT NO. 181820-02
PAGE 16 OF 18
CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

CONTRACT NO. 181820-02
PAGE 17 OF 18
CONTRACT OFFICER; DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

OFFER TO THE CITY OF TUCSON:

Stantec Consulting Services Inc.

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

Company Name	
5151 E. Broadway Blvd., Suite 400 Address	
Tucson AZ 85711 City State Zip	
Signature of Person Authorized to Sign	
Doug Moseke	
Printed Name	
Senior Associate	
Title	
ACCEPTANCE OF OFFER:	
The Offer is hereby accepted.	
The Consultant is now bound to provide the services listed Qualifications, including all terms, conditions, specification subsequent negotiations, as accepted by the City.	in the attached contract and based upon the Request for , scope of work, amendments, the Consultants Offer and
This contract shall henceforth be referred to as Contract N commence any billable work or to provide any material or set order, or is otherwise directed to do so in writing by the undersit	vice under this contract until Consultant receives a purchase
CITY OF TUCSON, a municipal corporation	
Approved as to form this That day of March, 2018.	Awarded this 7th day of March, 2018.
As Tucson City Attorney and not personally	Awarded thisday of / Vlaven, 2018. Laura Jesting, C.P.M., CPPB As Director of Procurement and not personally

CONTRACT NO. 181820-02
PAGE 18 OF 18
CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

VI. APPENDICES:

APPENDIX A - SBE PROVISIONS

APPENDIX B - DBE PROVISIONS FEE ESTIMATE SUMMARY

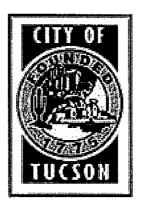
APPENDIX C - FTA TERMS AND CONDITIONS

APPENDIX D - SCOPE OF PROFESSIONAL SERVICES

APPENDIX E - FEE SUMMARY

APPENDIX F - INSURANCE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES

APPENDIX A – SBE PROVISONS

SBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES APPENDIX A

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

TBD % SBE

In consideration of the SBE 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. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

<u>Commercially Useful Function</u> - 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.

<u>Contractor</u> - 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.

<u>Eligible Contract</u> - 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.

<u>Joint Venture</u> – 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.

<u>Small Business Enterprise</u> (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification with the City of Tucson, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

<u>Subcontractor and Subconsultant</u> – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the City Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the City Code, at time of SBE Plan submittal, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, contractors may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

The City of Tucson's most recent SBE Directory contains the *complete* listing of those firms which are currently certified with the City, and therefore eligible to participate as an SBE on a project. The most recent SBE Directory can be found at: http://www.tucsonprocurement.com/assets/SBEDirectory.pdf. 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. The contractor may accomplish this by calling the City's Department of Procurement at (520) 837-4000 for assistance.

ALL CONTRACTORS, INCLUDING SBEs, MUST COMPLY. Contractors who are SBEs must also comply with all requirements stated herein. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's SBE goal and comply with all aspects of the SBE Program requirements.

C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Contractors may meet the SBE project goals through the following methods:

<u>Prime Contractor Participation</u> – 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.

<u>Subcontractor Participation</u> - Contractors may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

- 1. Contractors who utilize certified SBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values and cannot be specified as a range.
- 2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, contractors are required to identify and report the use of any second tier subcontractors on the project on the Statement of Proposed SBE Plan form.
- 3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.

<u>Supplier Participation</u> - 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.
- 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.

<u>Joint Venture</u> - 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 mut 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 Department of Procurement 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.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the contractor may seek a waiver. The application for a waiver shall be in writing and **must be completed and submitted with the project proposal**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated and an SBE plan must also be submitted. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

- a. Documentation of communication with the Procurement Director seeking technical/professional assistance identifying available SBE's.
- b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
- c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
- d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
- e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
- f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work at the time of the proposal submittal.
- g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include

a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's 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 If, after consultation with appropriate City departments, the Procurement Director determines that SBE availability is less than projected, the Procurement Director may waive or reduce established project goals. 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 two hundred and fifty thousand dollars (\$250,000). In such circumstances, the Procurement Director shall certify that SBE's are not available to provide the needed labor and materials at competitive prices.

A contractor may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

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.

IV. MISCELLANEOUS PROVISIONS

A. CONTRACT 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 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 firm 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:

- The name of the original SBE firm, the description of work, the dollar value, 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 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 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, 6th 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.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN

Contract No. <u>171661</u>

Project Name TBD

Bidder must complete the table below listing <u>all</u> SBE subcontractors and <u>all</u> 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? Yes No	Trade/Industry	Dollar Value Contract (SBE Only
	-		
*There is no requirement to list no Bidder's Base Bid Amount \$	on-SBE Subcontra		less than \$5,000
Total Claimed SBE Participation \$	····	%	
I hereby certify by signing below that the above and/or supply material and/or equ the proposed subcontracts expressed as	ipment for this projec	t. The information shown abov	
		·	
Company Name:			

Revised June 2016

City of Tucson Department of Procurement, Business Enterprise & Compliance Program

AFFIDAVIT OF GOOD FAITH EFFORTS

IFB NO: PROJECT NAME:	
COMPANY NAME:	
CONTACT NAME: FAX NUMBER:	IBER:
WHERE A BIDDER FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE BIDDER WILL BE DEEMED NONRESPONSIVE.	THE CITY OF TUCSON, THE
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 Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. The burden of proof rests with the bidder.	soliciting and utilizing SBE firms to Business Enterprise & Compliance The burden of proof rests with the
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.	of such waiver must be
2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.	

		_ Contact Person	ontact	Date of Contact	Yes No
fessional staff contacted for to ensure that all avenues	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.	ess Enterprise & Con Procurement to offer ssary documentation.	Was the City of Tucson's Department of Procurement, Business Enterprise & Con assistance? (Note that it is the policy of the Department of Procurement to offer have been exhausted in meeting the SBE goal.) Attach necessary documentation.	Tucson's Departme lote that it is the po tusted in meeting th	6. Was the City of assistance? (N have been exha
Telephone #	Dates of Contact		Contact Person	Sontacted	Name of Company Contacted
ace identify when the firms BE firms, along with copies	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.).	or supplier quotes/bicing documentation (e.s.).	Which SBE firms were solicited in writing for subcontract or received subsequent telephone solicitations. Attach supporting of telephone logs documenting follow-up communications, etc.)	ns were solicited ir quent telephone sol ys documenting follc	5. Which SBE firm received subsection of telephone log
documentation (e.g. memo,	Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, al, project material breakdown etc.).	iers was identified fo	oposal, in terms of suppl c.).	in of the contract put iterial breakdown et	4. Which portion of the contract proproposal, project material breakdown etc.)
E firms? Attach supporting	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.).	e of the work, were s. .).	Which portions of the contract proposal, in terms of the nature documentation (e.g. memo, proposal, project breakdown, etc.).	of the contract prop (e.g. memo, propos	Which portions documentation

10 Revised June 2016

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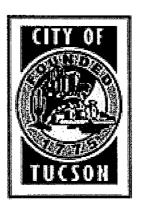
City of Tucson

Department of Procurement Business Enterprise & Compliance Program

Prime Contractor Report of Subcontractor Utilization

Date:	Prime Contractor:		- NI	
Contract #:				
Contract Name:		,		
Estimated Contract Amount/Base Bid:	Final Amount:			
Estimated Project Completion Date:	Project 0	Completion Date	:	
Please list the subcontractor firm name or in progress on the above construction (SBE) or Non-SBE.	ction contract. Please check the	e box to indic	ate if the firm is	a small business
Send the completed form to: City of Tuc floor, Tucson, AZ 85701, fax (520) 791-	eson, Department of Procurement, 4735 or email Margot.Grossmann	@tucsonaz.gov	·	55 W. Alameda, 6"
		Indicat	e firm type	Rating
Subcontractor Firm Name	Contract Amount*	SBE	Non-SBE	**Performance Rating 1-5
		<u> </u>		
	-			
 				
· · · · - ·				
* At award, enter dollar amount of estimated ratings. **Prime contractors must rate the subcontra average and 1 or 2 indicating substandard performance Report.	ctor performance on this project. The	rating scale is 1-	-5, with 3 being av	erage, 4 & 5 above
Signature:		Date:		
Print Name:		Title:		
Phone Number:		3mail:		

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES

APPENDIX B – DBE PROVISONS

DBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES Attachment B

PROJECT GOAL

The	City o	f Tucson's	Disadvantaged	Business	Enterprise	Participation	goal for	this project i	s 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

<u>Commercially Useful Function</u> - 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.

<u>Contract</u> - 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.

<u>Contractor</u> - 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.

<u>Disadvantaged Business Enterprise or DBE</u> - 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.

<u>Eligible Contract</u> - 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.

<u>Good Faith Efforts</u> - 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.

<u>Joint Venture</u> - 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.

<u>Primary Industry Classification</u> - 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).

<u>Program</u> - 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.

<u>Small Business Concern</u> - 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).

<u>Socially and Economically Disadvantaged Individual</u> - 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:

<u>Subcontractor Participation</u> - 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 contact 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 wavier 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.

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, 6th 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

A. 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:

- 1. 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.;
- 2. 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, 6th 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 SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED DBE PLAN

RFQ No	Contract Na	me:	· · · · · · · · · · · · · · · · · · ·
Offeror must complete the table belo a contract value at or above \$5,000 offeror must submit a DBE good faith	* If the DBE par	subcontractors and <u>all</u> first tier ticipation is below the establish	subcontractors with ed project goal, the
Subcontractor's Name	DBE? Yes No	Trade/Industry	Dollar Value of Contract (DBE Only)
N-2 (10)			
	-		
*There is no requirement to list no	on-DBE Subcont	tractors with contract values l	ess than \$5,000
Offeror's Total Price Amount \$			
Total Claimed DBE Participation \$		%	
I hereby certify by signing below that the identified above and/or supply material a reflection of the proposed subcontracts of	and/or equipment fo	or this project. The information sho	
Company Name:	_		
Signature:		Phone No.	
Date: Name 8	k 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 F THE OFFEROR WILL BE DEEMED NONRESPONSIVE	TO EXERCISE "GOOD FAITH" EFFORTS TO MEET DBE (MED NONRESPONSIVE.	FAITH" EFFORTS TO MEET DBE GOALS, AS REQUIRED BY THE CITY OF TUCSON,
The intent of this certification is the City of Tucson's DBE goal. Program in determining whether	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.	nked offeror in soliciting and utilizing DBE firms to meet it of Procurement, Business Enterprise & Compliance ts. The burden of proof rests with the Offeror.
Is a partial or complete waiver being sought? Plea indicated and a DBE Plan must also be submitted.	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.	being sought the scope of such waiver must be
2. Provide a brief summary of why the DBE goal on this	why the DBE goal on this project has not been met. Attach supporting documentation.	upporting documentation.

	no	Contact Person	Date of Contact	Date	8 8	>
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.	Compliance Program technica offer technical support to respondation.	Was the City of Tucson's Department of Procurement, Business Enterprise & Comassistance? (Note that it is the policy of the Department of Procurement to offer have been exhausted in meeting the DBE goal.) Attach necessary documentation.	artment of Procur e policy of the D ng the DBE goal.)	Tucson's Deparate that it is the Tusted in meeting	Was the City of assistance? (N	ပ်
Telephone #	Dates of Contact	Contact Person	Contac	Contacted	Name of Company Contacted	Nar
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.).	es/bids? Also, in the appropri on (e.g. copy of written solicitati	subcontract or supplier quof tach supporting documentati inications, efc.).	Which DBE firms were solicited in writing for subcontract or received subsequent telephone solicitations. Attach supporting of telephone logs documenting follow-up communications, etc.)	ns were solicit quent telephon ys documenting	Which DBE firr received subser of telephone log	5
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Attach supporting documentation (e.g. memo,		Which portion of the contract proposal, in terms of suppliers was identified for DBE firms? al, project material breakdown etc.).	ct proposal, in te	4. Which portion of the contract propproposal, project material breakdown etc.)	•	
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down, etc.).		documentation (e.g. memo, proposal, project breakdown, etc.).			Which portic	7. Prog
		1 CTC CITICATION	Jposal, project pr	10. 11. (a) 10. (b) 10. (b) 10. (c) 10	Which portic	

15 Revised August 2016

 Describe any efforts undertaken to provide DBE firms with information about the project plans, specifications and requirements of the contract. 	8. Describe any additional efforts undertaken to assist DBE firms (e.g. bonding assistance, lines of credit, etc.).	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	10. 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	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.
sontract		ites were		Attach

Revised August 2016



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:				
Estimated Project Completion Date:	Pr	oject Completion Date	:	
Please list the subcontractor firm na or in progress on the above constru Business Enterprise (DBE) or Non-DI	ction contract. Please che	ne subcontract for good to indic	<u>all</u> subcontracto ate if the firm is	or work performed a Disadvantaged
Send the completed form to: City of Tuo floor, Tucson, AZ 85701, fax (520) 791	cson, Department of Procurer -4735 or email Margot.Grossr	ment, attention Marg nann@tucsonaz.gov	ot Grossmann, 2	55 W. Alameda, 6 th
		Indicat	e firm type	Rating
Subcontractor Firm Name	Contract Amount*	DBE	Non-DBE	**Performance Rating 1-5
<u></u>				
* At award, enter dollar amount of estimate ratings. **Prime contractors must rate the subcontra average and 1 or 2 indicating substandard performance Report.	actor performance on this project	. The rating scale is 1-	5, with 3 being av	erage, 4 & 5 above
Signature:		Date:		·
Print Name:		Title:		
Phone Number:		Email:		

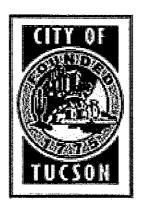
Revised August 2016

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CERTIFICATION OF PAYMENTS TO DBE FIRMS

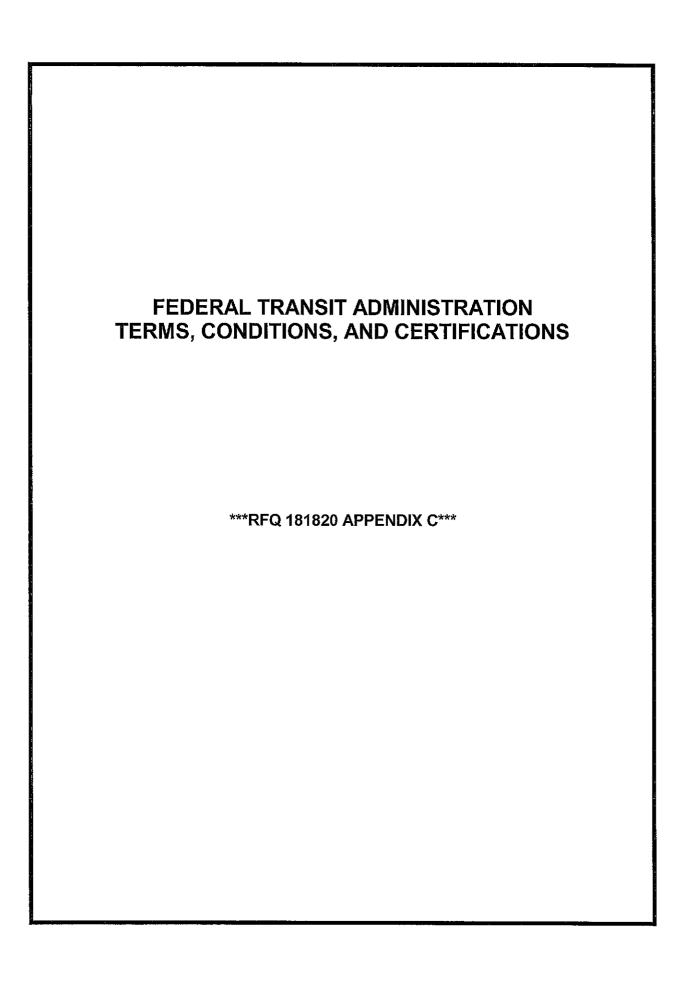
Project Name:	
COT Job No.:	Contract No.:
Fed Job No.:	Contract No.: State TRACS No.: contractor on the above named City of Tucson project bereby, certifies that full payment
The anacisigned print	contractor on the above named City of Tucson project hereby, certifies that full payment dicated for material and/or work performed under this project's contract as follows:
Firm Name	, was paid \$
The subcontract was o	ompleted on
Full Retention has bee	released to the Subcontractor by the Prime Contractor Yes / No
for this payment is sul date. In the event the	de under Federal and State laws concerning false statement. Supporting documentation ect to audit and should be retained for a minimum of three years from project acceptance. DBE was not paid in accordance with affidavits submitted by the prime contracts, aling the contractors position should be submitted.
STATE OR FEDERA	PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE. LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND EST OF MY KNOWLEDGE.
Prime Consulta	nt
Ву:	
Title:	
Date:	
	ontractor/supplier/manufacturer for the above named project hereby certifies that payments stification by contractor is correct.
STATE OR FEDERA	PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE. LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND EST OF MY KNOWLEDGE.
Subcontractor/S	pplier/Manufacturer
Ву:	
Title:	
Date:	

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES

APPENDIX C - FTA TERMS AND CONDITIONS



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 Provisons

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

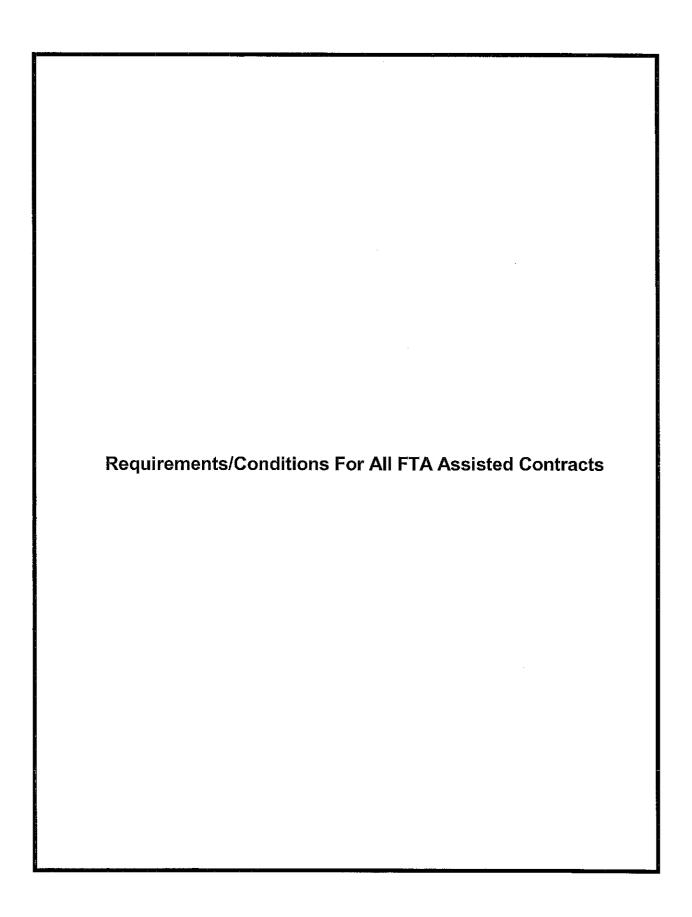
Text Messaging While Driving

Certifications

Buy America Lobbying

Protest Procedures For Federal Transit Administration Funded Projects

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



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.
- 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 seg.

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:
 - Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as a. 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 seg ... (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.
- 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 compete 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 contact 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 or 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.

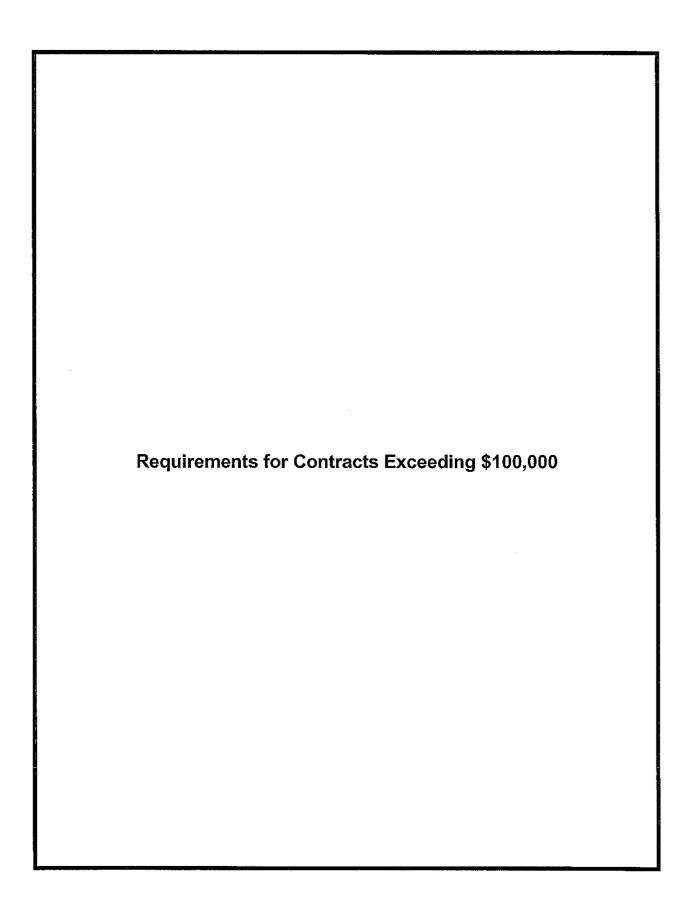
or

- 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.



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

- 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.

- 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 be the decision.

Performance During Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

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

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

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.

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).
 - 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

- 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

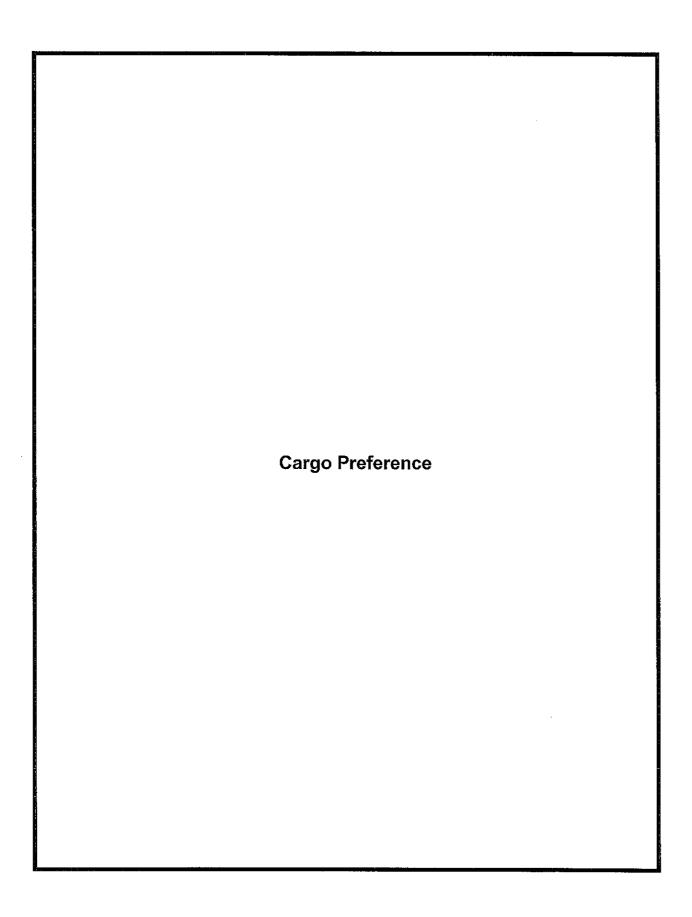
Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

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 - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:

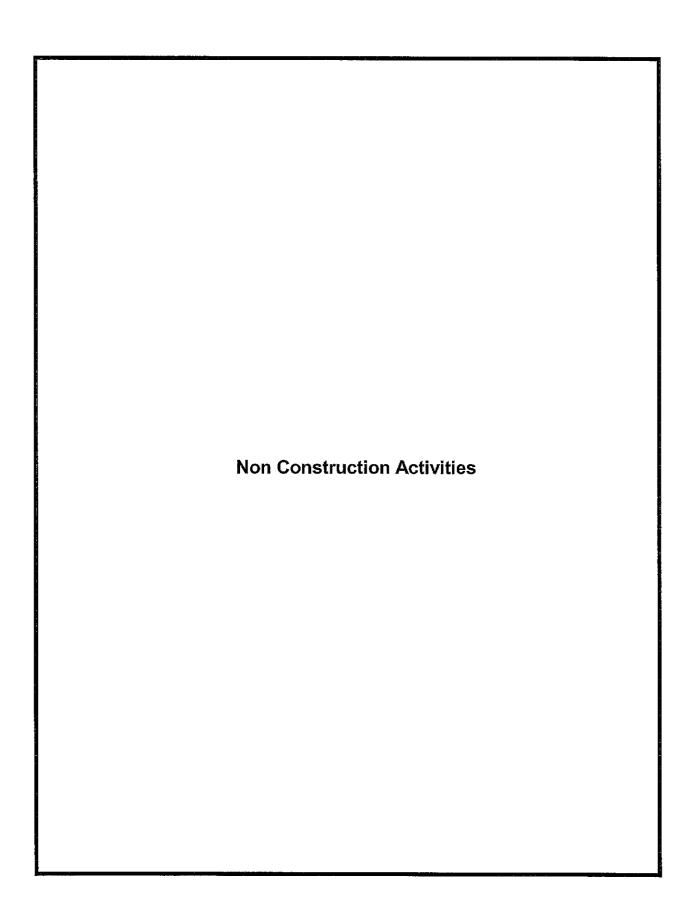
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

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 leading 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.

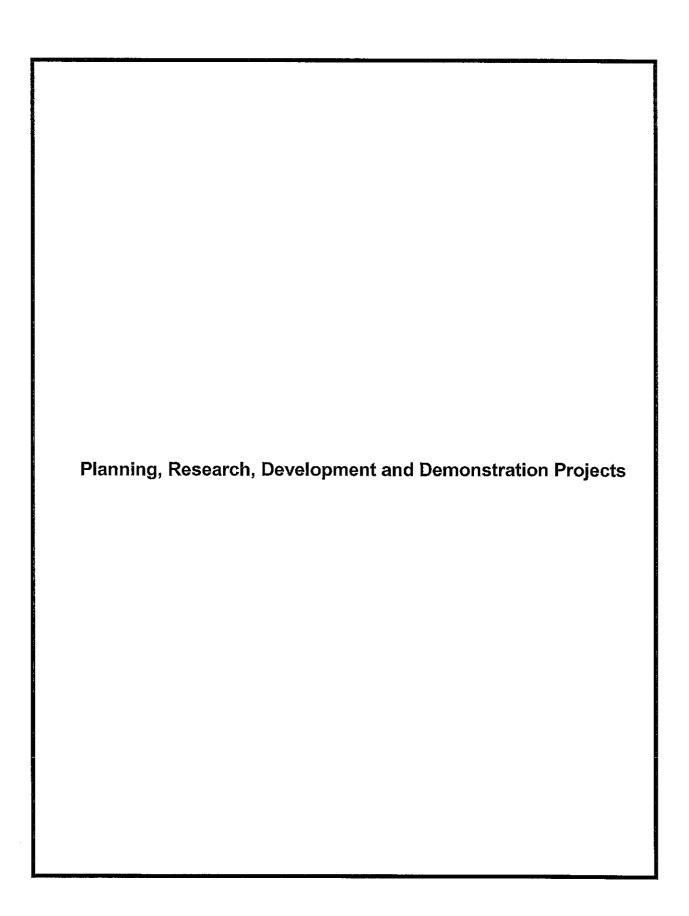
Acquisition of Property Shipped by Air (Fly America):

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 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.



Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

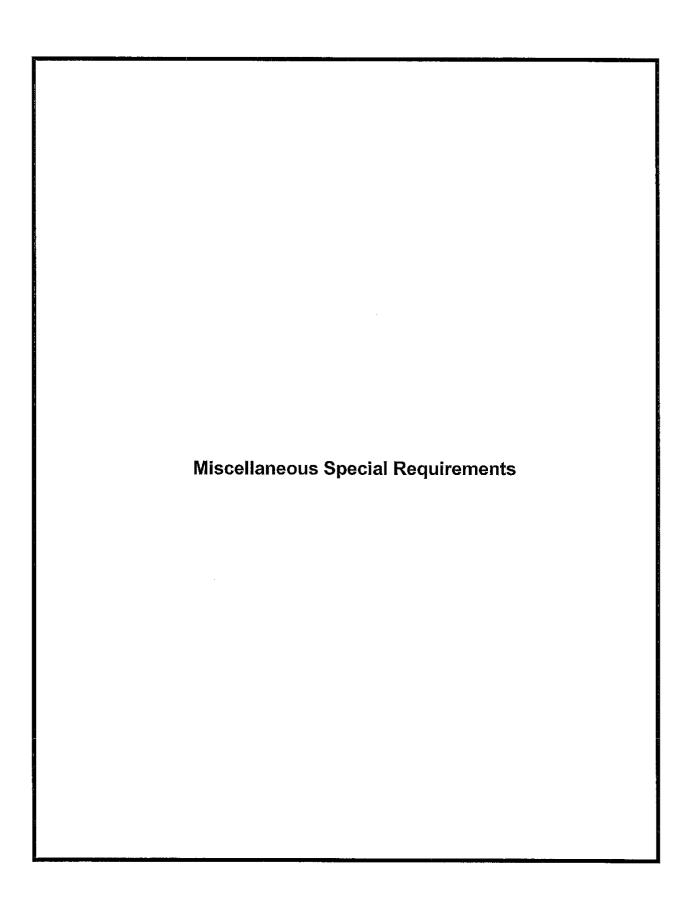
CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- 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.



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

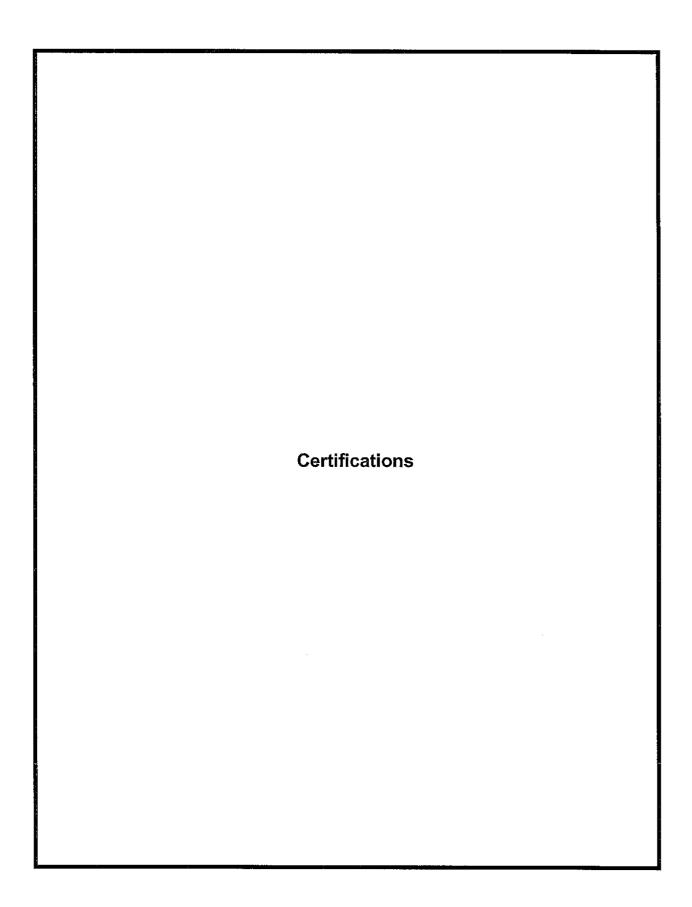
In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, 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 WhileDriving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While 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.



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 3/22/18
Signature AST M. CL
Company Name Stantec Consulting Services, Inc
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, Stantec Consu	lting, certifies or affirms the truthfulness and accuracy of each
statement of its certification an	d 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
AN M. CL	Cinnature of Oculo, 1, 1, 4, 11, 1, 1, 1, 1, 1, 1
	_Signature of Contractor's Authorized Official
Tony Cabrera/Principal	_ Name and Title of Contractor's Authorized Official
3/22/18	Date

Protest Procedures For Federal Transit Administration Fund Projects	led

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.

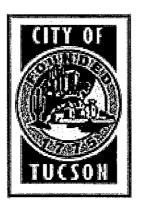
- 7. The City may proceed with a procurement when a protest is pending if the City determines that:
 - A. The items to be procured are urgently required;
 - B. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - C. Failure to make award will otherwise cause undue 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.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES APPENDIX D – SCOPE OF PROFESSIONAL SERVICES

181820 ON-CALL CIVIL ENGINEERING SERVICES

SCOPE OF SERVICES

I. INTRODUCTION

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

STANDARD SPECIFICATIONS AND DETAILS

The PAG 2015, Volume 1 Standard Specifications and Details are on file in the City Clerk's Office. These Specifications and Details are incorporated herein by this reference and are as much a part of the Contract Documents as if they were attached hereto or as they may be modified herein.

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

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

Reproductions Inc. 234 E 6th Street Tucson, AZ 85705-8424 (520) 622-7747

Cost: Standard Specifications - Call Standard Details - Call

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

Individual projects assigned under this contract are not expected to exceed \$500,000 unless a waiver is requested of and granted by the Director of Procurement.

Federal Transit Administration (FTA), local and/or Regional Transportation Authority (RTA) funding may be utilized on specific projects under the Contract. Therefore, all FTA, federal, state and local requirements will be followed and the RTA shall be listed as additionally insured and as an additional indemnitee in the resulting contract. FTA Terms and Conditions (Appendix C) are provided as an attachment to this solicitation and will be incorporated into the resulting contract. FTA Terms and Conditions cannot be modified or negotiated.

II. CIVIL ENGINEERING SERVICES

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

- RTA Bus Pullouts
- RTA Sidewalks
- Federally funded improvement projects
- Developer impact fee roadway widenings
- Staffing assistance for management of design projects
- Staffing assistance for Construction Management

III. NON-CIVIL ENGINEERING DESIGN

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

IV. RESPONSE TIME

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

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES

APPENDIX E – FEE SUMMARY

FEE ESTIMATE SUMMARY

PROJECT: On-Call Civil Engineering Services

PREPARED BY: Doug Moseke, PE

EFFECTIVE DATE: 12 January, 2018

DATE: 12 January, 2018

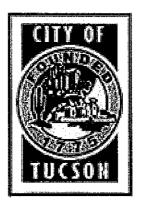
PRIME CONTRACTOR: Stantec Consulting Services Inc.

CONTRACT TIME: One-Year CONTRACT TYPE: Lump Sum per Task Order

	Firm	Discipline	Direct Labor	Overhead (B) 160.40%	Profit (C) 10.00%	Billing Rate (D)
			Rate (A)			
1	Stantec	Principal	\$96.21	\$154.32	\$25.05	\$275.58
2	Stantec	Project Manager	\$61.24	\$98.23	\$15.95	\$175.42
3	Stantec	Senior A/E	\$70.94	\$113.79	\$18.47	\$203.20
4	Stantec	A/E	\$54.88	\$88.03	\$14.29	\$157.20
5	Stantec	Designer (Senior)	\$41.45	\$66.49	\$10.79	\$118.73
6	Stantec	CADD (Junior Designer)	\$31.37	\$50.32	\$8.17	\$89,86
7	Stantec	Prof Level IV	\$70.94	\$113.79	\$18.47	\$203.20
8	Stantec	Prof Level III	\$58.34	\$93.58	\$15.19	\$167.11
9	Stantec	Prof Level II	\$35,00	\$56.14	\$9.11	\$100.25
10	Stantec	Prof Level I	\$30.00	\$48.12	\$7.81	\$85.93
11	Stantec	Clerical/Admin	\$28.50	\$45.71	\$7.42	\$81.64
12	Stantec	Survey Crew 3 Man				\$201.00
13	Stantec	Survey Crew – 2 Man				\$157.00

- (A) Direct Labor Rate
- (B) Overhead = (FAR Rate)*(A)
- (C) Profit = (Profit Percentage) * (A+B)
- (D) Billing Rate = (A+B+C)

CITY OF TUCSON DEPARTMENT OF PROCUREMENT



CONTRACT 181820 ON CALL CIVIL ENGINEERING SERVICES APPENDIX F – INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY) 2/8/2018

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).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	(010) 300 3000	INSURER(S) AFF	ORDING COVERAGE NAIC #
		INSURER A : Zurich American	Insurance Company 16535
INSURED	STANTEC CONSULTING SERVICES, INC.	INSURER B: Travelers Property	Casualty Co of America 25674
1415077	8211 SOUTH 48TH STREET	INSURER c : American Guarar	itee and Liab. Ins. Co. 26247
	PHOENIX, AZ 85044	INSURER D :	
		INSURER E :	
		INSURER F :	
COVEDA	CCQ CEDTICICATE MUMDED.	15201201	DEVICION MUMBER. 3/3/3/3/3/3/3/

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	SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	·
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO5415704	5/1/2017	(MM/DD/YYYY) 5/1/2018	EACH OCCURRENCE	\$ 2,000,000
l "	CLAIMS-MADE X OCCUR			323777	3/1/2017	5/1/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	X CONTRACTUAL/CROSS						MED EXP (Any one person)	\$ 25,000
	X XCU COVERED						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B B	AUTOMOBILE LIABILITY	Y	Y	TC2J-CAP-8E086819 TJ-BAP-8E086820	5/1/2017 5/1/2017	5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
В	X ANY AUTO SCHEDULED			TC2J-CAP-8E087017	5/1/2017	5/1/2018	BODILY INJURY (Per person)	\$ XXXXXXX
	AUTOS ONLY AUTOS NON-OWNED						BODILY INJURY (Per accident)	\$ XXXXXXX
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
								\$ XXXXXXX
С	X UMBRELLA LIAB X OCCUR	N	Y	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE	\$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 10,000						DED ()OTI	\$ XXXXXXX
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	TC2J-UB-8E08592 (AOS)	5/1/2017	5/1/2018	X PER STATUTE OTH-	_
B	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017	5/1/2018	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
1								
				404 1184 118			,_ ,,,	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STANTEC PROJECT NO. 1817XXXXXX. CLIENT PROJECT NO. 181820-02. On Call Civil Engineering Services #181820-02. SEE ATTACHED.

CERTIFICATE HOLDER	CANCELLATION See Attachments
15201381 CITY OF TUCSON DEPARTMENT OF PROCUREMENT 225 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 REPRESENTATIVES JOHN M Agnelle

RESPECTS GENERAL REQUIRED BY WRIT NON-CONTRIBUTOR OF VEHICLES OWNE FAVOR OF THE CITY	. LIABILITY AND AUTO LL TEN CONTRACT. THE ADD Y WITH THE GENERAL LL D BY MWH/STANTEC, IF R OF TUCSON APPLIES TO C RKERS COMPENSATION/EI	ABILITY, AND THESE COV DITIONAL INSUREDS' OWN ABILITY, AND ON THE AU' LEQUIRED BY WRITTEN CO GENERAL LIABILITY, AUTO	RE ADDITIONAL INSUREDS ARE PRIMARY, IF N COVERAGE IS EXCESS OF TO LIABILITY AS RESPECTS ONTRACT. WAIVER OF SUB O LIABILITY, EXCESS/UMBI HERE ALLOWED BY STATE	AND 5 THE USE BROGATION IN RELLA

POLICY NUMBER: GLO5415704

NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.) **A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- **2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13 Page 1 of 1 **POLICY NUMBER: GLO5415704**

COMMERCIAL GENERAL

LIABILITY

NAMED INSURED: SEE ATTACHED CERTIFICATE

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location And Description of Completed Operations:

ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.) A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- However:
- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations: whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment Code: D522054 Certificate ID: 15201381

Policy No.: GLO5415704

NAMED INSURED: SEE ATTACHED CERTIFICATE

Other Insurance Amendment -- Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-BCW (04/13)

Attachment Code: D522092 Certificate ID: 15201381 POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL AUTO CA 20 48 10/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 5/1/2017

SCHEDULE

Name of Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

D522021

Attachment Code: D522021 Certificate ID: 15201381 POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820 TC2J-CAP-8E087017

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Where required by written contract.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph **a**. and paragraph **d**. of this part **5**. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T4 42 04 09

Attachment Code: D522094 Certificate ID: 15201381 POLICY NUMBER: GLO5415704

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Person Or Organization: Any person or organization that requires you to waive your rights of recovery, in a written contract or agreement with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

Attachment Code: D522055 Certificate ID: 15201381 POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

COMMERCIAL AUTO CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: STANTEC CONSULTING SERVICES, INC.

Endorsement Effective Date: 5/1/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

CA 04 44 03 10

Attachment Code: D522017 Certificate ID: 15201381

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 the person or organization named in the Schedule. (This agreement applies only to the extent that 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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON OR ORGANIZATION:

WHERE REQUIRED BY WRITTEN CONTRACT

POLICY NO: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such List:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electric format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

Attachment Code: D522252 Certificate ID: 15201381 **POLICY NUMBER:** TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION 30

NUMBER OF DAYS NOTICE OF CANCELLATION:

NONRENEWAL NONRENEWAL: 30 NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Attachment Code: D522107 Certificate ID: 15201381

Blanket Notification to Others of Cancellation or Nonrenewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. The following is added to Paragraph A. of SECTION VI. CONDITIONS:

Blanket Notification to Others of Cancellation or Nonrenewal

- a. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
- (1) Must be provided to us prior to cancellation or non-renewal;
- (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
- (3) Must be in an electronic format that is acceptable to us.
- b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
- (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
- (2) At least 30 days prior to the effective date of:
- (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
- (b) Non-renewal, but not including conditional notice of renewal.
- c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
- (1) Extend the policy cancellation or non-renewal date;
- (2) Negate the cancellation or non-renewal; or
- (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.
- d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:
Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment Code; D522110 Certificate ID: 15201381



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY) 2/8/2018

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 th	SUI	BROGATION IS WAIVED, subject certificate does not confer rights t	to t	he te	rms and conditions of th	e polic	cy, certain po	olicies may a	equire an endorsement. A	statement on		
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		444 W. 47th Street, Suite 900				PHONE (A/C, N	- Euth		FAX (A/C, No):			
		Kansas City MO 64112-1906				E-MAIL ADDRE			(A/C, NO):			
		(816) 960-9000				INSURER(S) AFFORDING COVERAGE						
						INSURER A: Lloyds of London						
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]		COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE				EACH OCCURRENCE \$ X	XXXXXX		
		CLAIMS-MADE OCCUR							DAMAGE TO RENTED	XXXXXX		
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									PERSONAL & ADV INJURY \$ X	XXXXXX		
[GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ X	XXXXXX		
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		PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A]		E.L. EACH ACCIDENT \$ X	XXXXXX		
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		CITY OF TUCSON	. 47"	יוויז					ESCRIBED POLICIES BE CANCI EREOF, NOTICE WILL BE I			
		DEPARTMENT OF PROCURE 25 W. ALAMEDA, 6TH FLOO		١L					Y PROVISIONS.			
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© 1988 2015 ACORD CORPORATION. All rights reserved.

Policy No: GLOPR1701673, NO RETROACTIVE DATE Named Insured: See Attached Certificate PROFESSIONAL LIABILITY NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
- (1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.
- (2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.

Attachment Code: D522052 Certificate ID: 15201389

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726

Sandra.alcorn@tucsonaz.gov ISSUE DATE: October 5, 2022

PHONE: (520) 837-4118 / FAX: (520) 791-4735

CONTRACT # 181820-02 CONTRACT ADDENDUM NUMBER: THREE (3) PAGE 1 of 1 SA

CONTRACT OFFICER: Sandra Alcorn

ON-CALL CIVIL ENGINEERING

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: CONTRACT RENEWAL

Pursuant to Special Terms and Conditions, Item 11 - Contract Amendments, the City is hereby exercising its authority to initiate a Contract Amendment to increase the contract per-project limit to One Million Dollars (\$1,000,000.00).

END OF ADDENDUM ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

AND UNDERSTAND	ntec Consulting EBY ACKNOWLEDGES IN THE ABOVE ADDRESS OF THE ABOVE ADDR	DENDUM Date	CITY OF TU THE ABOVE IS HEREBY OF Octo
Name and Title (t	yped or printed legib	oly)	Director o
Company Name One South Chu	ting Services, Inc.	2100	
Address			
chris.eggers@st	antec.com		
Email Address			
Tucson	Arizona	85701	
City	State	Zip	
	on for Sales/Account or daily business ope		
Jim Wright, PE,	Associate		
Name and Title (t	yped or printed legib	oly)	
520-247-2918			
Phone Number			
jim.wright@sta Email Address	ntec.com		

CITY OF TUCSON:	
THE ABOVE REFERENCED CONTRACT ADDEN	IDUM
IS HEREBY EXECUTED THIS5th	DAY
OF_October, 2022, AT TUCSON,	ARIZONA.
Dan Longanecker for	
Director of Business Services and not pe	ersonally

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 PHONE: (520) 837-4118 / FAX: (520) 791-4735

Sandra.alcorn@tucsonaz.gov

ISSUE DATE: April 7, 2023

CONTRACT # 181820-02 CONTRACT ADDENDUM NUMBER: FOUR (4) PAGE 1 of 1 SA

CONTRACT OFFICER: Sandra Alcorn

DAY

ON-CALL CIVIL ENGINEERING

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: CONTRACT RENEWAL

Pursuant to the contract, Special Terms and Conditions, Number 4, Contract Term and Renewal the City is hereby exercising its option to extend the contract for the period of March 8, 2023 through March 7, 2024.

ITEM 2: RATE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 5, Rate Adjustment, the City hereby accepts the proposed price adjustment per the attached updated fee summary.

END OF ADDENDUM ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR:			CITY OF TUCSON:
	EREBY ACKNOWLEDGE NDING OF THE ABOVE A		THE ABOVE REFERENCED CONTRACT ADDENDUM
AND UNDERSTAIN		d by Vandenberg,	IS HEREBY EXECUTED THIS 12th DAY
4	Katy	10 09:14:09 -06'00'	OF_April, 2023, AT TUCSON, ARIZONA.
Signature of pe	erson authorized to s	ign Date	5 / / .
Katy Vandenbe	erg, Principal		Dan Longanscker for
Name and Title	e (typed or printed le	gibly)	Director of Bนรiness Services and not personally
Stantec Consu	Ilting Services Inc.		
Company Nam	ie		
410 17th Stree	et, Suite 1400		
Address			
katy.vandenbe	erg@stantec.com		
Email Address		_	
Denver	CO	80202	
City	State	Zip	
•	ation for Sales/Acco		
Kiersten Wang	gsvick, Principal		
Name and Title	e (typed or printed le	gibly)	
520-247-1701			
Phone Number	ſ		
Kiersten.Wang	svick@stantec.com		
Email Address			

FEE ESTIMATE SUMMARY

DATE: March 22, 2023

PROJECT: On Call Civil Engineering Services

PREPARED BY: Elizabeth Hamblin/Kiersten Wangsvick CONTRACT NUMBER 18120-02

EFFECTIVE DATE _____March 8, 2023 ___PRIME CONTRACTOR___Stantec

CONTRACT TIME ______ CONTRACT TYPE _____ Lump Sum per Task Order

			Α	В	C	D .	
ITEM	FIRM	FIRM Discipline		Overhead	Profit	Billing Rate	
NO.	1 11 (11)	Візоіріїїс	Labor Rate	<u>165.25</u> %	<u>10</u> %	Billing reace	
1	Stantec	Principal	\$100.92	\$166.77	\$26.77	\$294.46	
2	Stantec	Project Manager	\$64.24	\$106.16	\$17.04	\$187.44	
3	Stantec	Senior A/E	\$74.41	\$122.97	\$19.74	\$217.12	
4	Stantec	A/E	\$57.57	\$95.13	\$15.27	\$167.97	
5	Stantec	Designer	\$46.74	\$77.24	\$12.40	\$136.37	
6	Stantec	CADD	\$34.39	\$56.83	\$9.12	\$100.34	
7	Stantec	Prof Level IV	\$74.41	\$122.97	\$19.74	\$217.12	
8	Stantec	Prof Level III	\$61.20	\$101.13	\$16.23	\$178.56	
9	Stantec	Prof Level II	\$38.37	\$63.40	\$10.18	\$111.94	
10	Stantec	Prof Level I	\$32.88	\$54.34	\$8.72	\$95.95	
11	Stantec	Clerical/Admin	\$31.24	\$51.62	\$8.29	\$91.15	
12	Stantec	Survey Crew- 3 Man				\$390.00	
13	Stantec	Survey Crew- 2 Man		·		\$290.00	

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

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

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

EXHIBIT B

CONTRACTOR'S PROPOSAL



June 27, 2023

File: 2042584400

Attention: Sharon Gilman Associate Cochise County Administrator Cochise County Procurement Department 1415 Melody Lane, Building C Bisbee, AZ 85603 **Luis Pedroza**Management Services Director & City Treasurer
City of Douglas
425 10th Street
Douglas, AZ 85607

Dear Sharon and Luis,

Reference: Scope of Work (SOW) - Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank

This Scope of Work, Preliminary Engineering in Support of the 60% Detailed Design-Funded by the North American Development Bank revised document dated June 27, 2023, supersedes, and reflects City/County comments and directions to the March 24, 2023, document. These were provided in a City /County Spreadsheet received by Stantec April 11, 2023. A complementary SOW document 'Preliminary Engineering in Support of the 60% Detailed Design - Not Funded by the North American Development Bank' is provided to the City and County separate to this document.

This letter includes a spreadsheet summarizing the Scope of Work 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' SOW Tasks, the proposed SOW schedule, and the SOW fees to each corresponding Task. Attached to this letter is the Stantec 'Attachment A SOW'. The Attachment A includes the fee spreadsheet.

The Stantec Estimated Most Probable Construction and Total Project Cost Fee as detailed in Stantec December 11, 2020, report for the County and the City entitled 'Proposed Douglas Port of Entry Water and Wastewater Feasibility Report' (2020 Report) identified the estimated most probable construction cost of \$21,150,000 and the estimated most probable total project delivery cost of \$27,495,000.

The water supply to the West Douglas Expansion includes the new west Groundwater Well, the new elevated West Storage Tank, and a water main with fire hydrants and connections. It is located along James Ranch Road (JRR) between the West Douglas Expansion (WDE) area and State Route 80 (SR 80), along SR 80 between the elevated storage tank and the intersection of James Ranch Road and SR 80 and includes service to Cochise College and possibly the US Customs and Border Patrol complex.

The estimated length of water main pipe in the 60% detailed design of 12-inch and 16-inch diameter pipe is 20,000 feet. The work includes a 550,000-gallon storage tank and an approximately 1,000 gallons per minute groundwater well and water treatment. The work includes APS power, local SCADA system with ability to connect in the future to the improved City's SCADA system and water service connections.

Wastewater collection and treatment includes a wastewater collection system along James Ranch Road between the West Douglas Expansion area and SR 80 and along SR 80 from Cochise College to a point of connection to the City collection system for treatment at the City Wastewater Treatment





Plant. The project includes possible service to the US Customs and Border Patrol complex at West Puzzi Road and James Ranch Road, as well as homes on septic tanks in the Old Hospital Area. The estimated length of pipe is 36,500 feet.

The wastewater collection system includes two wastewater lift stations: (about 75 gpm and 400 gpm at ultimate build out). The wastewater collection infrastructure includes APS power to the lift stations, /local SCADA system to connect to the future improved City SCADA system, and wastewater sewer connections to serve the County-identified lands adjacent to the collection system.

The Broadband (conduit only) will be parallel to the water and wastewater infrastructure. The fiber optic cable and connections are not part of this design.

It is noted the 2020 Feasibility Report costing did not include water, broadband or wastewater service to Cochise College. For purposes of the 30% and 60% Detailed Design the estimated additional length of water pipe to serve Cochise College is 5,800-feet with six fire hydrants, the additional length of wastewater collection pipe is 10,720-feet with twenty manholes and additional length of broadband conduit is 10,720-feet.

The following is noted:

1. The project delivery schedule has been changed to July 1, 2023, project start and July 1, 2024, project completion from March 1, 2023, project start and February 28, 2024, project completion in the December 22, 2022, submittal. This includes Preliminary Engineering in Support of the 60% Detailed Design- Funded by the North American Development Bank'. There is a second proposal submitted to the City for Preliminary Engineering in Support of the 60% Detailed Design - Not Funded by the North American Development Bank by others.

The schedule for Preliminary Engineering in Support of the 60% Detailed Design includes the schedules for Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank and Not Funded be the NADB. A project schedule will be prepared in MS Project on award of the two SOW and in close consultation with the City and County.

This schedule assumes that the project teams, including the City and the County, provide the information and direction in an expedited fashion. The project schedule relies on receipt of information, decisions and direction from Douglas West Douglas Expansion project teams including GSA, ADOT, APS and Southwest Gas.

2. The Stantec Fee in this package is based on the contracted City of Tucson/Stantec rate schedule for March 8, 2023, to March 7, 2024.

It is noted that this work will be followed by the 90% Detailed Design (not part of this scope of work) to complete the project design, including plans and specifications, subject to review comments by the permitting and funding agencies and location requirements. The 100% Detailed Design (not part of this scope of work) is the release of the final detailed design package for permitting and the construction bidding process as an outcome of the 90% Detailed Design.





Figure 1 Project Task and Fee Summary Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank

Task	J:	uly	Au	ıgust	Septe	mber	Oct	ober	Nove	ember	Dece	ember	January	February		March		April	Ma	ny J	lune	. July		Task Engineering Cost (Stantec Labor, Stantec Expenses, Stantec Subconsultant Costs)
Task 222.01: Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]																								\$62,040.73
Task 222.04: Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank																								\$111,420.40
Task 222.07: Survey the Location of El Paso Natural Gas Interstate Pipelines																								\$32,180.60
Task 223.02: Survey of Alignment in ADOT ROW along SR 80																								\$55,317.26
Task 225.01: West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development																								\$51,296.50
Task 225.04: Planning Old County Hospital Service Area - Wastewater Collection System																								\$12,960.00
TOTAL C									AL CO	OST:	\$325,215.49													

^{*}Notice to Proceed by City





The fee development includes estimates of Stantec labor hours over the project by Tasks. It is detailed in the Fee Spreadsheet in **Appendix B** of Attachment A. A summary is provided in **Figure 1** Project Task and Fee Summary Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank.

The Engineering total fee (Stantec Labor, Subconsultants, and Stantec Expenses) for the 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' scope of work is \$325,215.49.

The Stantec total labor fee 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' is \$199,077.28. The total fee includes project delivery and work by subconsultants in the total amount of \$126,138.21 which includes Bowman Engineering Tucson (Surveying), SCE (Geotechnical), Darling Geomatics Inc., and T2 Engineers (Infrastructure Location). The work will be time and materials not to exceed.

The 'Revised Fee Estimate Summary' is based on the Rate Table from the Stantec Contract Amendment with the City of Tucson 'On Call Civil Engineering Services' effective March 8, 2023, to March 7, 2024. The Contract Number is 181820-02. **It accompanies as Appendix C in Attachment A.**

We are excited to continue our collaboration with the City and County on this important project. We would recommend a meeting with you to review the proposal and discuss any questions or directions you might have.

Regards,

Stantec Consulting Services Inc.

Ruiz, Colleen
Date: 2023.06.27
21:00:31-06'00'

Colleen M. Ruiz P.E., MPA, CFM

Principal

Phone: 480-687-6014 Colleen.Ruiz@stantec.com

Digitally signed by Peterson, Mark
DN: CN="Peterson, Mark",
OU=Internal, OU=users,
OU=stantec, DC=corp, DC=ads

Reason: I have reviewed this document Date: 2023.06.27 16:32:35-07'00'

Mark Peterson P.E., CFM, ENV SP

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Jack
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ATTACHMENT A

Professional Services Agreement Scope of Work COCHISE COUNTY AND CITY OF DOUGLAS 60% WATER, WASTEWATER, AND BROADBAND CONDUIT DESIGN FOR WEST DOUGLAS EXPANSION

Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank

June 27, 2023

INTRODUCTION

Note: Attachment A was originally prepared and submitted to the City of Douglas and Cochise County on December 22, 2022. This revised Attachment A dated June 9, 2023, reflects City comments and directions received from the City/County to the December 22, 2022, and March 23, 2023, Stantec submittals, the City/County review spreadsheet provided to Stantec on April 11, 2023, and the direction received from the City/North American Development Bank (NADB) on May 5, 2023. The focus is addressing existing environmental issues associated with the Cochise College, Old Hospital Road residential area, existing residential/commercial along Highway 80 and the Douglas US Customs and Border Patrol Complex.

This proposal is for Engineering Services to advance water, wastewater, and broadband conduit infrastructure along SR 80 from 30% Detailed Design to 60% Detailed Design. Specifically, this proposal is 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank'. The Tasks from the March 23, 2023, Stantec Proposal included in this proposal are 222.01, 222.04, 227.07, 223.02, 225.01, and 225.04.

It is noted that there is a separate 'Preliminary Engineering in Support of the 60% Detailed Design - Not Funded by the North American Development Bank'. The Tasks from the March 23, 2023, Stantec Proposal included in that proposal are 221.01, 221.02, 221.05, 222.03, 222.06, 223.01, 223.03, 223.05 and 224.01.

There will be a third proposal for 'Detailed Design Engineering'.

The 30% Design Plan Set, and Basis of Design Report package was submitted to Cochise County and the City of Douglas as a draft on August 31, 2022. The final package reflecting Cochise County and City of Douglas direction was submitted on October 21, 2022.

The project concept was developed in the 'Proposed Douglas Port of Entry Water and Wastewater Feasibility Report' (2020 Report) prepared by Stantec and submitted to Cochise County (County) and the City of Douglas (City) on December 11, 2020. This Scope of Work will be accomplished per the terms and agreements that governed the 2020 Report.

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This Proposal for Engineering Services includes several Tasks summarized as follows:

- 1. Task 222.01: Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]
- 2. Task 222.04: Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank
- 3. Task 222.07: Survey the Location of El Paso Natural Gas (EPNG) (Southwest Gas) Interstate Pipelines
- 4. Task 223.02: Survey of Alignment in ADOT ROW along SR 80
- 5. Task 225.01: West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development
- 6. Task 225.04 Planning Old County Hospital Service Area Wastewater Collection System



Task 222.01: Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]

The 30% Design included the East Wastewater Lift Station (East WW LS) located at SR 80 and Copper Road area. The lift station would pump sewage from the proposed wastewater system to an existing City Manhole 20 at the intersection of SR 80 and U.S. 191. An alternative approach for a gravity connection to the City Manhole 20 (MH 20) will be investigated. This requires more detailed survey by a Registered Land Surveyor and analysis than provided with the 30% design and Basis of Design Report. The benefit to the project is possible elimination of the East WW LS.

The following tasks will be accomplished to verify the opportunity for gravity flow between North Copper Avenue and I80 and the City MH 20 that would eliminate the need for the East WW LS:

- Supplement the County LIDAR mapping with a detailed survey by a Registered Land Surveyor along the north side of SR 80 between North Copper Avenue and the point of connection to the existing City MH 20 including survey details of MH 20 invert elevations. The survey area would be between North Copper Avenue/SR 80 and the City MH 20 along the west bound I80 shoulder to approximately 150 feet north from the edge of the I80 road shoulder and include the plan view of the existing ADOT bridge over Whitewater Draw.
- 2. Locate and verify the El Paso Natural Gas high pressure gas line where the wastewater collection pipe will cross and survey the vertical separation requirements of the EL Paso Natural Gas.
- 3. Survey the Wastewater system MH 20 connection invert elevation.
- 4. Using the survey information, the 30% hydraulic model, confirm the pipe diameter and slope will provide gravity flow to the City connection point at MH 20.
- 5. Determine the 60% wastewater pipe centerline location, pipe cover, and work with ADOT as needed. Prepare an illustrating Figure.
- 6. Topographic survey west of North Copper Avenue intersection for at least 1,000 feet to ensure the pipe inverts can serve the Wastewater system.

Deliverables:

 A memorandum (Survey and Investigation of a Gravity Connection to the City Wastewater System) detailing the survey results, detailing the wastewater pipe gravity flow analysis and route, evaluation criteria, and recommendation whether the system can continue flowing by gravity from North Copper Avenue and MH 20.



Task 222.04: Survey, Geotechnical Investigation, and Capital Cost Development of the Groundwater Well / Elevated Storage Tank

This task is for location and planning of the new groundwater well along SR 80 in the vicinity of Cochise College, as follows:

- Assist City in the location and acquisition of the site survey for the new groundwater well and
 elevated storage tank identified in the 30% Design. Support a Registered Land Surveyor in the
 State of Arizona in preparation of plan for requisition of the land parcel. Undertake a detailed
 topographic survey and establish the property boundaries. The City will have responsibility for
 managing all tasks and costs associated with acquisition of the property.
- 2. Undertake geotechnical investigation to establish site design criteria including the elevated storage tank foundation.
- 3. Work with the City, US Customs and Border Patrol, and Cochise College to confirm the required operating pressures for the water system (peak day, peak hour, and peak day plus fire flow). Review and refine the groundwater well and elevated storage tank site plans developed in the 30% Design. Set the high-water level in the storage tank and establish the system pressure.
- Correspond with ADOT for direction of the R/W/easement/access driveway from SR 80 detailed locations, and road access requirements prepared for the groundwater well/elevated storage tank site.
- 5. Establish the connected electrical load and correspond and survey with APS the primary power supply location.
- 6. Develop an approach with the City for SCADA to link to the City Public Works SCADA operation. Undertake a radio path survey to confirm the connection to the City Public Works Yard.

Deliverables:

• A Memorandum (Selection of the Groundwater Well/Elevated Storage Tank Location) detailing the survey and geotechnical outcomes referenced above.

Task 222.07: Survey the Location of El Paso Natural Gas Interstate Pipelines

In the 30% Design Water, Wastewater, and Broadband Conduit utilities cross El Paso Natural Gas (EPNG) Inter-state high-pressure gas lines at SR 80 and North Copper Avenue. locations. The 30% design plans have identified the preliminary vertical and horizontal locations of the water, wastewater, and broadband conduit at the estimated EPNG crossing points.





Further design development with EPNG is required to determine the existing natural gas pipe crown and invert elevations at the water, wastewater, and broadband conduit. at the SR 80 in the vicinity of North Copper Avenue crossing point. Additionally, specific design details are needed such as vertical separation requirements between the existing high-pressure gas lines and the City proposed water, wastewater and broadband conduit utilities. (The location of a second crossing at James Ranch Road and West Puzzi Road is assumed to be done by ADOT and is not part of this SOW).

Stantec will:

- Work with EPNG to confirm vertical and horizontal locations by potholing and surveying at the SR 80 and North Copper Avenue The potholing program would be developed in close collaboration with EPNG.
- 2. Document by survey the pipe horizontal and vertical locations at the time of the potholing. The potholing will be carried out by T2 Utility Engineers, Tucson AZ contracting to Stantec. (The T2 Utility Engineers proposals accompanies in the **Appendix A**). The City will have a representative on site during the and will share the information with Stantec. potholing. Stantec will not be onsite for the potholing.
- 3. Based on the survey, develop a plan with EPNG that will include crossing the high-pressure gas lines, construction schedules, safety requirements, construction and permitting requirements necessary for the crossings.
- 4. Work with EPNG to develop construction documentation to be included in the technical specifications and design drawings.
- 5. Prepare a permit application and other documentation needed, for submittal to EPNG for permission to cross the gas line.

Deliverable:

- A survey and potholing report from T2 Utility Engineers
- A memorandum (Crossing of El Paso Natural Gas Interstate Pipelines) identifying the highpressure gas line details (these revisions would be captured in the 60% Design Drawings), EPNG identified construction schedule, permit requirements, technical specifications, and detail what is needed to prepare and submit a permit to EPNG for permission to cross the gas lines.

Task 223.02: Survey of Alignment in ADOT R/W Along SR 80

The 30% design located the wastewater collection system and broadband conduit between Cochise College and the connection to the City wastewater collection system at the intersection of SR 80 and U.S. 191 in the existing ADOT SR 80 R/W. It also includes the watermain from the storage tank to the intersection of SR 80 and James Ranch Road. The ADOT R/W also has infrastructure easements for APS.

The ADOT right of way along SR 80 in the 30% Design was based on County LIDAR Mapping. The development of the 60% detailed design requires establishing the infrastructure in the Universal Coordinate





system between Cochise College and the City MH 20 at the intersection of SR 80 and U.S. 191. It will also be used by the Contractor during construction for ground control and infrastructure location purposes.

Stantec will:

Review the available ADOT R/W plans and record mapping from Cochise County shows that a minimum of approximately one hundred monuments would need to be located/positioned to support a full and comprehensive right of way R/W location effort. This would include ADOT R/W monuments, private boundary monuments set along the north R/W, and to adjoining section corners and quarter corners. Specific ADOT R/W plans reviewed are:

- 1. F-016-1-817 11 pages (1970)
- 2. F-016-1-818_15_pages (1970)
- 3. N-810-602 10 pages (1977)
- 4. N-900-0-919 2 pages (2001)

Provide interval and control-location appropriate ground truthing of the calculated configuration of the north R/W line. Stantec will locate and position approximately 30 R/W monuments, including angle points in the north line, beginning, and ending of curves in the north line, and various points along the tangent sections of the north line. The survey will be performed to ground truth the north R/W line only.

Unless indicated otherwise, horizontal positions will be based on the North American Datum of 1983 (NAD83) Arizona State Plane Coordinate System (East Zone). Stantec will work with Cochise County to determine any additional specifics, i.e., specific coordinate Epoch, specific base control, etc. as to the origin of the control for the County supplied LiDAR mapping that the project design is based on.

The basis of the vertical control shall be the North American Vertical Datum of 1988 (NAVD88) as derived from static, post-processed measurements to surrounding Continuously Operating Reference Station (CORS) locations.

Deliverables:

- A digital CAD file containing the resulting survey and base-map data.
- A Surveyor's Report, prepared by the Registrant, detailing the survey methods, procedures, and accuracies of the survey as well as any other relevant information pertaining to the re-establishment of the north line of the ADOT R/W.
- The registered boundary monument locations will be located on the 60% detailed design plan and profile, two wastewater lift stations, the groundwater well/ storage tank and the City MH 20 drawings.
- The 60% detailed centerline location of the wastewater collection system, water main and broadband conduit in the SR 80 and JRR corridor will be agreed to with ADOT.
- The ADOT surveyed R/W line will then be referenced into all applicable 60% design plan sheets and carried over to the 90% and 100% detailed designs (90% and 100% detailed designs are not part of this SOW)





• The key features of the 60% design wastewater collection system, water main and broadband conduit will be referenced to the Universal Coordinate system.

Task 225.01: West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development

The 30% design identified James Ranch Road and West Puzzi Road as the location for the West WW Lift Station (West WW LS), and developed a conceptual site plan with civil/site, mechanical, electrical and I&C. The design of the West WW LS will require acquisition of property. The general location is identified in the 30% Water and Wastewater Infrastructure Detailed Design.

Stantec will:

- 1. The Registered Land Surveyor will undertake a detailed topographic survey, establish the property boundaries and legal survey needed for the property title registration.
- 2. Undertake geotechnical investigation of the West WW LS site. A geotechnical report would be produced to support the preliminary design efforts.
- 3. Assist the City in locating, finalizing and acquiring the West WW LS property along the Connector Highway identified in the ADOT DCR in a general location midway between SR 80 and the US Customs and Border Patrol by providing a legal description and exhibit for acquisition of the property. Support a Registered Land Surveyor in the State of Arizona in preparation of plan for requisition of the land parcel.
- 4. The acquisition of lands for the West Wastewater Lift Station is the responsibility of the City/County including the purchase agreements, purchase costs, legal sale and filing documentation and so on.
- 5. Work with ADOT and APS to survey and identify the detail locations for vehicle access requirements and power supply prepared for the West WW LS site.
- 6. Survey of power supply location with APS and ADOT.
- 7. Most Probable Engineering Cost for the West WW Lift station.

Deliverables:

• Memorandum on the West WW Lift Station Design Development. Survey, geotechnical and most probable engineering cost investigation.

The 'Preliminary Engineering in Support of the 60% Detailed Design- Funded by the North American Development Bank' deliverables packages will be as noted in the above Tasks.





Task 225.04: Planning Old County Hospital Service Area – Wastewater Collection System

The Old County Wastewater Service Area is generally bounded the south by SR 80, on the north by 0.25 miles northwest Oak Avenue, Whitewater Draw on the East and North Beki Lane on the west. Cochise County has identified that wastewater treatment and disposal practices in this area are based on aging septic tank and drain fields.

This Task is developing a preliminary approach to the development of a community wastewater collection system connected to the proposed West Douglas wastewater collection system along SR 80 between Cochise College and the connection to the existing City system at MH 20 at the northeast corner of SR 191 and SR 80. In the 30% Detailed Design, an action to the State Route 80 wastewater collection system has been identified.

The City will provide details on the existing development and future development that may occur within the service area.

Stantec will:

- Prepare an estimate of existing wastewater flows and anticipated future flows based on Cityidentified land-use. The City will provide historical wastewater flow records from the pump station serving the existing complex at the intersection of northwest Oak Avenue and North County Hospital Road.
- Based on serving existing development and recognizing future infilling, Stantec will identify a trunk
 wastewater collection system draining to the proposed wastewater collection system along State
 Route 80. This effort will rely on the use of County LIDAR mapping with contours.
- 3. Prepare a memo with a drawing locating the trunk sewer system and points of connection to the wastewater collection system along State Route 80.

Deliverable: A memo of the evaluation criteria analysis outcomes and recommended approach using capital costing of the collection system.





Task 301: DRAFT DELIVERY SCHEDULE

The Draft Delivery Schedule accompanies as Figure 1. It is assumed that the Notice to Proceed will be issued at the latest by July 1st, 2023 with a completion date by July 1, 2024. The completion date includes work under the 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' and the 'Preliminary Engineering in Support of the 60% Detailed Design - Not Funded by the North American Development Bank'. This schedule assumes that the project teams including the City and the County provide the information and direction in an expedited fashion. The project schedule relies on receipt of information, decisions and direction from several organizations including GSA, ADOT, APS, Southwest Gas and so on.

This proposal is for 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' to advance the West Douglas Expansion Water, Wastewater, and Broadband Conduit Infrastructure along SR 80 from 30% Detailed Design to 60% detailed design. The 30% design and Basis of Design Report was submitted to Cochise County and the City of Douglas as a draft on August 31, 2022, and was submitted final on October 21, 2022.

Task 302: FEE

The 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank' fee development includes Stantec labor hours over the project by Tasks and Sub Tasks. It is detailed in the Fee Spreadsheet in Appendix B. A summary is provided in Table 1 60% Scope of Work 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank'.

The Stantec Contract Amendment – 'Revised Fee Estimate Summary' with City of Tucson 'On Call Civil Engineering Services' effective March 8, 2023, through to March 7, 2024, was used in the development of this fee. The Contract Number is 181820-02. It accompanies as **Appendix C**. The City of Tucson and Stantec will contract for a new rate sheet for the period after March 7, 2024.

The estimated Stantec Fee for 'Preliminary Engineering in Support of the 60% Detailed Design-Funded by the North American Development Bank' is \$325,215.49. It includes Stantec labor, Stantec Expenses, and sub consultants.

The fee includes Stantec expenses associated with project delivery and work by four sub consultants as follows. The SOW and fee for each sub consultant is based on the assumed level of effort at the time of the development of this SOW. The Sub consultant effort and fee will be reviewed with each sub consultant if the Stantec/sub consultants SOW changes.

The detailed SOW for each sub consultant accompanies as Appendix A.



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- 1. **Bowman Engineering Tucson Survey:** Task 222.01 and Task 222.04. The fee provided by Bowman includes traffic control.
- 2. **T2 Engineers Survey and Potholing**: Task 222.07. Potholing with survey of the El Paso Natural Gas Line location across SR 80.
- 3. **SCE Engineers Geotechnical Investigation:** Task 222.04: Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank.
- 4. **Darling Geomatics, LTD –** Task 223.02: Survey of Alignment in ADOT ROW along SR 80.



Table 1: 60% Scope of Work for 'Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank'



Scope of Work - PRELIMINARY ENGINEERING IN SUPPORT OF THE 60% DETAILED DESIGN - FUNDED BY NADB

Project Summary	Labour	Expense	Subs	Total
Fixed Fee	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	\$199,077.28	\$0.00	\$126,138.21	\$325,215.49
Total	\$199,077.28	\$0.00	\$126,138.21	\$325,215.49

Task Code	Task Name	Labour	Expense	Subs	Total
222		\$94,353.52	\$0.00	\$111,288.21	\$205,641.73
222.01	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]	\$29,040.73	\$0.00	\$33,000.00	\$62,040.73
222.04	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	\$39,226.19	\$0.00	\$72,194.21	\$111,420.40
222.07	Survey the Location of El Paso Natural Gas Interstate Pipelines	\$26,086.60	\$0.00	\$6,094.00	\$32,180.60
223		\$40,467.26	\$0.00	\$14,850.00	\$55,317.26
223.02	Survey of Alignment in ADOT ROW along SR 80	\$40,467.26	\$0.00	\$14,850.00	\$55,317.26
225		\$64,256.50	\$0.00	\$0.00	\$64,256.50
225.01	West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development	\$51,296.50	\$0.00	\$0.00	\$51,296.50
225.04	Planning Old County Hospital Service Area - Wastewater Collection System	\$12,960.00	\$0.00	\$0.00	\$12,960.00



Task 303: Reimbursable Expenses Allowance Preliminary Engineering in Support of the 60% Detailed Design – Funded by the North American Development Bank

The City shall reimburse Engineer (Stantec) for direct costs identified in this scope of work. Reimbursable expenses will be paid by Stantec and reimbursed at-cost by the City. The following tasks are anticipated to require reimbursable expenses.

TASK 303.01: PRINTING, PLOTTING AND GRAPHICS REPRODUCTION

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction. Printing, plotting and graphics costs shall include production of submittals and internal printing costs.

TASK 303.02: TRAVEL

The City shall reimburse Stantec for direct costs associated with travel, including mileage, parking, and meals, should a meeting time require the staff to be away from the office. Stantec has identified 60% Design travel.

Per Diem Rates for General Arizona have been established by the U.S. General Services Administration (GSA). The FY 2023 (October 2022 - September 2023) Standard Rate for Meals includes a \$13 allowance for breakfast, a \$15 allowance for lunch, and a \$26 allowance for dinner (these reimbursement rates include any taxes and tips). The U.S. GSA reimbursement rates are revised annually; the U.S. GSA meal rate at the time when the meal expense is incurred will represent the authorized allowance for reimbursement. Reimbursement will not require a receipt.

Assumptions and Exclusions

Assumptions

This proposal was based on the following assumptions related to the proposed project:

- The acquisition of lands for the East and West Wastewater Lift Stations and the Groundwater Well/Storage Tank is the responsibility of the City including the purchase agreements, purchase costs, legal sale and filing documentation and so on.
- Stantec is not responsible and cannot be held accountable for the accuracy of As-Builts or Record
 Drawings provided by the Agencies or utility providers. Stantec has no means of determining
 whether subsurface features were constructed per the construction / improvement drawings and
 does not claim to do so. Pot holing of utilities should be performed by others if there are concerns
 or uncertainties regarding the subsurface utilities.
- This proposal assumes that all data prepared by others and provided to Stantec will be made available in a digital format, compatible with our systems. It is also understood that the information and technical data provided and prepared by others, on the Client's behalf or Property Owner's



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behalf, may be used by Stantec in performing its services and is entitled to rely upon the accuracy and completeness thereof.

- Mapping will be based on available local agency vertical datum and an assumed horizontal datum, unless specifically requested otherwise.
- Stantec assumes that there is enough available record information to determine the location of the boundaries and encumbrances of the subject properties. Additional work resulting from patent or latent boundary ambiguities, or a lack of available records may constitute an additional work effort that is not covered within this Scope of Services.
- We will rely on an independent certification from the geotechnical firm to verify construction materials testing has met the requirements on the plans and specifications.

EXCLUSIONS

Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Public meetings or public consultation processes or events.
- Preparation of legal documents, conditions of transfer, execution of the contract and so on, should the City/County reach an agreement with Cochise College to transfer ownership of the Cochise College drinking water well to the City/County.
- Final Detailed Engineering Services and Construction Support Services.
- Agency Submittal Fees.
- Changes to any designs resulting from a revision to or re-definition of City/Cochise County policies.



APPENDIX

Stantec

Appendix A: Subconsultant Proposals for Preliminary Engineering in Support of the 60% Detailed Design - Funded by the North American Development Bank

Stantec

A.1 Land Survey - Proposal by Bowman Engineering

- 1. West Ground Water Well/Elevated Storage Tank Task 222.04
- 2. Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station] Task 222.01

Dec 27, 2022

Cassandra Flores
Civil Engineer
Stantec
One South Church Ave., Suite 2100
Tucson, AZ 85701
520-545-7485
cassandra.flores@stantec.com

City of Douglas, 4 Sites (the "Project")

SR 80 and US 191

Douglas, Cochise County, Arizona, 85607

Proposal to provide Boundary & Topographic Survey Services (the "Proposal")

Proposal No. 2022-202

Project Category: GOVERNMENT - Infrastructure

Dear Ms. Flores:

Re:

We are pleased to submit this Proposal to provide Boundary & Topographic Survey services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Stantec (the "Client").

Proposal Assumptions and Project Understanding

It is our understanding that Bowman will provide Boundary & Topographic Survey services for the City of Douglas, 4 Sites project in Cochise County, Arizona. The deliverables for each of the four sites are 3D electronic Civil 3D .DWG files, V. 2019 or later, files of the planimetric and topographic data, a .PDF of the topographic and right of way/property mapping signed and sealed by an individual authorized to practice Land Surveying in the State of Arizona, and a Surveyor's Report, signed and sealed by an individual authorized to practice Land Surveying in the State of Arizona, detailing the date(s) of the field survey, the specific brand name and model of the equipment used in the field survey, the character and record reference of control and boundary monuments used the establishment of site controls, the procedures used to derive the final control data, and the physical character & positions, (northing, easting, and elevation), and uncertainties, expressed at the 95% Confidence Region, of all monuments found or set in conjunction with this survey. Data shall be prepared and presented at a scale of 1" = 40' unless otherwise noted..

<u>Standard of Care</u> - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

<u>Quality Control</u> - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.



SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Top Field Run/Existing Conditions Survey (SC-14)

Bowman will provide boundary and topographic mapping of site features of the proposed four sites including but not limited to:

- The detailed site elevation contours at 1.0 foot contour intervals.
- The topographic data shall include but not be limited to survey roadway monuments, signs, landscape
 walls, fences,detaining walls, trees access driveways from the City road rights of ways and internal vehicle
 driving surfaces.
 - The legal street right of way boundary and other legal property boundaries including the location of all survey monuments/property corners.
- Storm water drainage channels/features.
- The location of APS power poles including pole identification info.
 - Edge of pavement along State Route 80 and other features
 - Whitewater draw shall include location of ADOT bridge over whitewater draw for the west bound lanes only
- In conformance with the standards and guidelines detailed in ASCE 38-02, Subsurface Utility Engineering Quality Level 'B', the horizontal location and diameter, (if possible), of all the buried piping and electrical/instrumentation and control conduit located by the City.
- This will be provided by a sub contractor SUE company. Proposals received from Cobb Fendley and included in site fees.
- Each site will use the North American Datum of 1983 (NAD 83) Arizona State Plane 'Eastern' Zone, 2011 adjustment of the 2010.00 Epoch, expressed in International Feet, and the vertical control using the North American Vertical Datum of 1988 (NAVD 88).

Site	Description (SC)	Total	Fee Type
Site 1	Groundwater Well/Storage/Storage Tank (See Stantec Drawing 38/54)	\$20,847.00	Lump Sum
Site 2	Proposaed East Wastewater Pump Station (See Stantec Drawing 36/54)	\$19,267.00	Lump Sum
Site 3	Proposed West Wastewater Pump Station (See Stantec Drawing 37/54)	\$19,287.00	Lump Sum
Site 4	Whitewater Drawer N. Copper Avenue (See Stantec Drawing 22 and 23/54)	\$33,288.00	Lump Sum

Total Contract Value

\$92,689.00

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- No Record of Surveys
- No Legal Descriptions
- No Parcel Splits
- · Items not specifically delineated in Scope.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Existing plans from previous research
- · Unrestricted access to the sites

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to Stantec.

Sincerely,

BOWMAN CONSULTING GROUP LTD.



Nate Gardner Survey Director

Stantec hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Stantec to so execute this Proposal.

Stante	ec		
Ву:			
	Print Name		
Title:			



BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2022

CLASSIFICATION	HOURLY RATES
Principal	\$250.00/HR
Department Executive	\$210.00/HR
Senior Project Manager	\$200.00/HR
Project Manager	\$165.00/HR
Project Controls Team Lead	\$175.00/HR
Project Controls Specialist I	\$130.00/HR
Project Controls Specialist II	\$155.00/HR
Project Controls Specialist III	\$165.00/HR
Assistant Project Manager	\$145.00/HR
Project Coordinator	\$115.00/HR
Senior Surveyor	\$170.00/HR
Engineer I	\$125.00/HR
Engineer II	\$135.00/HR
Engineer III	\$160.00/HR
Planner I	\$100.00/HR
Planner II	\$120.00/HR
Planner III	\$180.00/HR
Designer I	\$110.00/HR
Designer II	\$135.00/HR
Designer III	\$150.00/HR
CADD Drafter I	\$ 85.00/HR
CADD Drafter II	\$ 95.00/HR
CADD Drafter III	\$110.00/HR
Landscape Architect I	\$120.00/HR
Landscape Architect III	\$160.00/HR
Right of Way Specialist I	\$106.00/HR
Right of Way Specialist II	\$123.00/HR
Right of Way Specialist III	\$140.00/HR
Survey Technician I	\$ 98.00/HR
Survey Technician II	\$110.00/HR
Survey Technician III	\$120.00/HR
Project Surveyor	\$150.00/HR
Survey Field Crew – 1 Man	\$130.00/HR
Survey Field Crew – 2 Man	\$160.00/HR
Survey Field Crew – 3 Man	\$195.00/HR
3D Scanning Crew	\$245.00/HR
Survey Field Technician	\$ 75.00/HR
3D/UAV Modeling Technician	\$140.00/HR
UAV Operation	\$245.00/HR
Machine Control Technician	\$245.00/HR
Administrative Professional	\$ 85.00/HR

Initials: Bowman N.G. / Client



BOWMAN CONSULTING GROUP LTD. SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:
Point of Contact:
Phone:
Fax:
E-Mail:
Billing Information:
Billing Entity:
Billing Address: Same as Proposal
If Different, Please Provide:
Billing Requirements:
Invoice Due Date:
Requirements/Attachments:
Invoices Transmitted Via Electronic Mail to:
Offer ACH Direct Deposit: Yes, Contact:
Not Sure, Contact Our Office
Not At This Time

Initials: Bowman N.G. / Client



BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **Stantec** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

- 1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.
- 2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.
- 3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:
- (a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.
- (b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.
- 4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.
- 5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from

any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

- **6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.
- 7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:
- (a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.
- (b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.
- (c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.
- (d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.
- 8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.
- 9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and

venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

- (a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.
- (b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.
- 11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.
- **12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

- (a) <u>Early Bid Documents</u>. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.
- (b) <u>Estimates</u>. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.
- (c) <u>Construction Means and Methods</u>. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.
- (d) <u>Shop Drawing Review</u>. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.
- (e) <u>Plan and Permit Processing</u>. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and

documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

- (f) <u>Building Plan Coordination</u>. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.
- **14.** Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.
- 15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.
- **16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.
- 17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.
- **18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.
- **19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight

delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd. 12355 Sunrise Valley Drive, Suite 520 Reston, Virginia 20191 Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman N.G. / Client

Stantec

A.2 Locating /Potholing of the El Paso Natural Gas Pipeline Proposal by T2 Utility Engineers

1. Locating and Potholing the El Paso Natural Gas Pipeline at SR 80 and North Copper Avenue – Task 222.07



December 20, 2022

Cassandra Flores Civil Designer Stantec One South Church Ave, Suite 2100 Tucson, AZ 85701-1635

RE: Kinder Morgan/EPNG Pothole AZ State Route 80, AZ Douglas Port of Entry Project Proposal for Subsurface Utility Engineering Services

Dear Ms. Flores,

T2UES, Inc. dba T2 Utility Engineers (T2), is pleased to submit this proposal to provide professional Subsurface Utility Engineering (SUE) services for the above referenced project to Stantec (Client). The scope of work and fee structure are as follows:

SCOPE OF WORK

T2 will provide one (1) air-vacuum excavation utility testhole (pothole) with survey of an existing Kinder Morgan El Paso Natural Gas main along the north should of Arizona State Route 80 near the north ADOT right of way fence in Douglas, AZ as identified on the attached Exhibit A. . The utility data obtained through our standard potholing procedure includes the depth, horizontal and vertical location tied to project datum via survey, size and material composition of the utility exposed. Our standard potholing procedure includes backfill of excavated testholes using compacted native material, 12" x 12" pavement restoration using "Perma-Patch" brand permanent asphalt cold patch for testholes excavated in existing pavement, and 12" x 12" concrete restoration of testholes excavated in concrete sidewalks using bagged pre-mixed concrete. It is anticipated that the requested pothole will require ADOT permitting which will be included in T2's scope. Additionally T2 will coordinate monitoring of the pothole excavation by Kinder Morgan/El Paso Natural Gas monitor per their requirements.

Prior to beginning excavation T2 will request to be provided with horizontal and vertical survey control data in spreadsheet format for a minimum of three non-linear control points signed and sealed by an Arizona RLS adequate to stake the testhole locations utilizing RTK GPS technology along with a location map displaying the control points. The list shall identify point number, horizontal location in coordinate format, and a physical description of each monument. Please note, electronic CAD files from which the survey monument data must be extracted is not considered acceptable survey control. Also prior to beginning work, T2 will request a testhole request list identifying the testhole number, and the type of utility to be excavated along with 11" x 17" plan sheets displaying background topography, existing utilities, and testhole locations clearly marked and annotated with the corresponding testhole number.

DELIVERABLES

Pertinent utility data will be presented in electronic format on our standard "Testhole Data Summary" form sealed by an Arizona Registered Land Surveyor or Arizona Registered

T2 Utility Engineers

4855 N. Shamrock Place Suite 109 Tucson, AZ, 85705 USA

Phone +1 520 770 0021 Fax +1 520 408 3002

www.T2ue.com



Professional Engineer that includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each testhole. Data will be submitted in both sealed hard copy format and electronic Excel format.

SCHEDULE

T2 will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule. For scheduling purposes, please allow 15 business days for submittal of deliverable from date of Notice to Proceed and receipt of applicable permit(s).

ESTIMATED FEES

For the requested services, T2 proposes compensation as identified below.

Classification	Number	Rate	Total
Two Person Vacuum Excavation Crew Truck and Equipment (portal to portal from Tucson office)	9 hrs.	\$240 / hr.	\$2,160.00
Survey of Excavated Test Holes (Lump Sum)		-	\$1,900.00
Project Manager	1	\$155.00	\$155.00
Survey Manager RLS	1	\$155.00	\$155.00
Administrative Support	1	\$65.00	\$65.00
Subtotal			\$4,435.00

Reimbursable Expenses	Number	Rate	Total
ADOT Permit (Time for Application Preparation)			\$155.00
Traffic Control: Permits, Plans, and Control for Potholing Effort (Invoiced at Cost + 10%)	1	-	\$950.00
Subtotal			\$1,105.00

TOTAL ESTIMATED FEE -

\$5.540.00

The fees identified above include project management, One Call coordination, coordination of utility monitor if required, air-vacuum extraction excavation with two person crew, our standard backfill with compacted native material, our standard pavement restoration with asphalt cold patch procedures or standard 1 ft. x 1 ft. concrete restoration for testholes in sidewalks, and project deliverable submitted on our "Testhole Data Report" in scanned electronic format. Please note that exploratory type excavation that is not in search of a utility is not considered a test hole covered under this proposal and would be conducted on an hourly basis under a separate proposal. Please note that above fee schedule does not include such reimbursable expenses as uniformed police officers (if required), special backfill requirements, compaction testing, replacement of full sections of concrete sidewalk, and or asphalt hot patch; if any of these items become required they shall be considered a reimbursable item, submitted to client for pre-authorization, subcontracted, and billed separately.

T2 will not exceed the estimated fees without prior authorization from Client. **T2 will prepare an invoice upon completion** for the hours worked plus reimbursable expenses up to the Total Estimated amount.



We appreciate this opportunity to provide subsurface utility investigation services for your project. Should you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Dan Padilla

Senior Project Manager

for T2ue

Direct Line: 520-770-0021 Email: dan.padilla@t2ue.com



Stantec

A.3 Geotechnical by SCE Engineers

1. Geotechnical Investigation of the Groundwater Well / Elevated Storage Tank – Task 222.04



Scope of Work Professional Engineering Services For the

Cochise County and City of Douglas, Arizona Commercial Port of Entry Water and Wastewater Infrastructure, Groundwater Well/Storage Tank (Item 4)

SCE Engineering (SCE) is pleased to provide this cost proposal to Stantec for geotechnical services associated with the groundwater well/storage tank (Item 4) of the Cochise County and City of Douglas, Arizona – Commercial Port of Entry Water and Wastewater Infrastructure project. This project is located in Cochise County and City of Douglas, Arizona. We look forward to providing quality and timely services to Stantec.

This letter proposal includes our understanding of the scope of work, assumptions, and deliverables that will be developed for the proposed geotechnical services of Item 4 of this project.

A. GENERAL INFORMATION

SCE Engineering (SCE) is pleased to provide this cost proposal for the project listed below.

Project Name: Cochise County and City of Douglas - Commercial Port of Entry Water and Wastewater

Infrastructure

Project Client: Stantec

Project Location: Cochise County and City of Douglas, Arizona

Project Description: Design water, wastewater, and broadband conduit infrastructure to serve the new Douglas Port of Entry (POE) that will go into service in 2028 and the lands between the POE and the City of Douglas along SR80.

Scope of Work: For the proposed groundwater well/storage tank (Item 4 of this project), perform a geotechnical investigation that includes borings, a test pit, and laboratory testing. Provide geotechnical recommendations for suitability of existing soils for backfill purposes and bedding, concrete slab foundations, storage tank foundation, and pavement structural section.

SCE Role: SUB

Contract Type: Lump Sum

B. SCOPE OF WORK

1. Project Administration

• Task 1.1 – Administering Contract, invoicing, and filing.

2. Field Reconnaissance

• Task 2.1 – One site visit for one of SCE's employees that will be involved with the field work. Scope includes travel to the site and coordination between senior personnel and the project manager from SCE in preparation for the site visit.



3. Data Collection

- Task 3.1 Perform 1 test pit, approximately 5-feet deep and 4-feet wide, in support of the proposed retention basin. Perform 8 borings, ranging in depth from 5-feet to 60-feet (total linear footage of 180-feet). SCE has retained Geomechanics Southwest, Inc. (GSI) to perform the drilling and digging services for the borings and test pits. SCE will be on-site to collect the soil samples and record the boring and test pit logs.
- Task 3.2 Perform laboratory testing on representative soil samples obtained from the borings and test pits. Laboratory tests will include grain size distribution, hydrometer, Atterberg limits, standard proctor, moisture content tests, dry density, organic content, and chemical tests (pH, resistivity, chlorides, and sulfates). In addition to the laboratory testing, perform one double ring infiltrometer test within the test pit excavated at the proposed retention basin during the field investigation. SCE has retained Speedie and Associates, Inc. (Speedie) to perform the laboratory and field testing.

4. Data Reduction

- Task 4.1 Evaluation of the soil data from field and laboratory investigations.
- Task 4.2 Develop boring and test pit logs.

5. Develop Deliverables

- Task 5.1 Develop geotechnical recommendations for earthwork factors.
- Task 5.2 Develop geotechnical recommendations for the suitability of existing soils for backfill purposes and bedding.
- Task 5.3 Develop geotechnical recommendations for concrete slab foundations (i.e., modulus of subgrade reaction) and the storage tank foundation (circular strip footing assumed).
- Task 5.4 Develop geotechnical recommendations for pavement section thickness.
- Task 5.5 Prepare a draft geotechnical memorandum for review. The draft geotechnical memorandum will include a summary of the geotechnical investigation, laboratory test results, boring and test pit logs, and geotechnical recommendations.
- Task 5.6 Incorporate review comments and prepare a final geotechnical memorandum.

6. Project Team Coordination

- Task 6.1 Discussions with Stantec and sub consultants
- Task 6.2 Attend 1 progress meeting via video conference or phone, 2-hour duration is assumed.

7. QA/QC

• Task 7.1 – Internal quality control/quality assurance (QC/QA) for the geotechnical memorandum.

C. ASSUMPTIONS FOR COST PROPOSAL

The cost proposal is based on the following assumptions:

- Any environmental and cultural clearances for drilling geotechnical borings will be provided by others. The geotechnical borings, test pits and soil samples will not include any environmental investigation and borings/test pits will be immediately terminated upon encountering environmental contamination.
- Boring and test pit locations will be surveyed before the field investigation by others. Alternatively, boring locations can be located in the field based off of measurements from visual landmarks shown in CAD imagery (CAD imagery and base files to be provided by Stantec in Microstation dgn format).
- One progress meeting with Stantec via video conference or phone, 2-hour duration, is assumed. No minor review meetings, pre-review meetings, or other internal meetings with Stantec are assumed.



- Traffic control will not be needed for the borings and test pits and is not included in the scope and fee.
- Traffic loading in Equivalent Single Axle Loads (ESALs) will be provided by others for the pavement design.
- Post-design services are not included in the scope.
- Design services will be lump sum for the scope of services described in this letter.

D. SCOPE IMPLEMENTATION

Our geotechnical investigation program based on the above scope of work and assumptions is described below.

- A total of 1 test pit and 8 borings as summarized in Section A.
- Traffic control is not anticipated for the drilled borings.
- GSI will provide a backhoe and track mounted drill rig for the field investigation.
- The borings/test pit will be advanced to target depth discussed in Section A unless digging refusal is encountered at shallower depths at which time the borings/test pit will be terminated.
- Representative soil samples obtained from the borings/test pit will be tested for grain size distribution, hydrometer, Atterberg limits, standard proctor, dry density, moisture content, organic content, and chemical tests (pH, resistivity, chlorides, and sulfates).

Based on the scope of work, it is anticipated that the field investigations by means of borings/test pit will take approximately 2 days of field work and 1 additional day of field reconnaissance. The field work can typically be initiated 3-weeks after the latter of the following events, pending prior defined schedules:

- Receipt of notice-to-proceed (NTP) from Stantec.,
- approval of the field investigation program by Stantec.
- acquisition of all permits as necessary (environmental, cultural, 404, ADOT ROW, private property, etc.), and
- completion of boring/test pit staking by Stantec.

Once the fieldwork is complete, we anticipate 4 weeks for the laboratory testing to be completed. After which we anticipated 3 more weeks to develop the draft geotechnical memorandum that includes SCE's geotechnical recommendations for review. After review comments are resolved for the draft geotechnical memorandum, we anticipate 1 more week to finalize and submit the final geotechnical memorandum.

E. DELIVERABLES

SCE deliverables will include a sealed PDF copy of the geotechnical memorandum. The memorandum will include all results and recommendations of the subsurface exploration program. The memorandum will be submitted in PDF format to Stantec who will then print hard copies if necessary. A draft and final version of the memorandum will be prepared and submitted.

F. COST PROPOSAL

The costs for the scope of work and the assumptions noted above are estimated to be \$45,631.10. Detailed breakdown of labor effort for design is attached



G.CLOSURE

A detailed cost proposal has been provided herein. This is based on our understanding of the scope of work and assumptions.

Please contact the undersigned if you have any questions or comments or require any further information. We look forward to working with Stantec on this challenging project.

Sincerely,

SCE Engineering

William D Schlesinger, PE

Principal



Cochise County and City of Douglas, Arizona Commercial Port of Entry Water and Wastewater Infrastructure, Groundwater Well/Storage Tank (Item 4)

Contract Type: LS

Date: 12/19/2022

<u>Labor</u>			
Category	Labor Rate	Hours	Total Labor
Project Principal	\$160.00	10	\$1,600.00
Project Manager	\$150.00	19	\$2,850.00
Engineer	\$130.00	103	\$13,390.00
Designer	\$120.00	86	\$10,320.00
Clerical	\$90.00	10	\$900.00
Total Labor Cost		228	\$29,060.00
<u>Direct Costs</u>			
Travel (Mileage) to Do	uglas, Arizona from Tucso	n, Arizona. 2 trips, at approxim	natley
240 mile round trip on	ch at ¢0 11E nor mila		¢212.60

<u>Direct Costs</u>	
Travel (Mileage) to Douglas, Arizona from Tucson, Arizona. 2 trips, at app	roximatley
240 mile round trip each, at \$0.445 per mile	\$213.60
Lodging/Meals (3 days at \$139/day)	\$417.00
Permit Fees (No Fee Assumed)	\$0.00
Field Equipment and Materials	\$20.00
Total Direct Cost	\$650.60
<u>Subconsultants</u>	
Gemochanics Southwest, Inc (Drilling and Excavation)	\$10,785.50
Speedie and Associates, Inc. (Lab Testing)	\$5,135.00
Total Subconsultant Cost	\$15,920.50
Total Fee	\$45.631.10

William D Schlesinger, PE



Task Summary

\$1,180.00	∞	0	0	2	4	2	QA/QC	7
\$1,540.00	12	0	4	7	1	0	Project Coordination	6
\$15,650.00	121	4	24	80	7	6	Develop Recommendations	5
\$3,390.00	27	0	19	5	2	Ъ	Data Reduction	4
\$4,670.00	38	0	31	5	2	0	Data Collection	З
\$1,400.00	11	0	8	1	1	1	Field Reconaissance	2
\$1,230.00	11	6	0	3	2	0	Project Adminstration	1
\$29,060.00	228	10	86	103	19	10	Total by Category	
Cost by Task	Task	Clerical	Drafter	Engineer	Manager	Principal	Task Description	Task
	Total by		Designer/	Project	Project	Project		



Task Hours

Task 1	Description	Project Principal Project Manager Project	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Total by Category Project Adminstration	0	2	3	0	6	11
Task 1.1	Administering Contract, invoicing, and filing.	0	2	3	0	6	11

Task 2.1 One site visit 1 1 1 1 1 1 8	Total by Category Field Reconaissance 1 1 1 1 8	Task 2 Description Project Principal Project Manager Project Engineer Designer/
 1 8	1 8	ct Engineer Des
 0	0	er Clerical To
11	11	tal by Task

Task 3	Description	Project Principal	Project Principal Project Manager Proje	Project Engineer	Designer/Drafter Clerical	Clerical	Total by Task
Total by Category Data Collection	Data Collection	0	2	5	31	0	38
Task 3.1	Perform 1 test pit and 8 borings (2 days + 1 day to coordinate digging and access issues)	0	1	3	27	0	31
Task 3.2	Coordinate laboratory testing, deliver samples	0	1	2	4	0	7

Task 4	Description	Project Principal	Project Principal Project Manager Proje	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category Data Reduction	Data Reduction	1	2	5	19	0	27
Task 4.1	Evaluation of soil data	0	1	2	6	0	9
Task 4.2	Develop boring and test pit logs	1	1	3	13	0	18





Task 5	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Total by Category Develop Recommendations	6	7	80	24	4	121
Task 5.1	Earthwork factors	1	1	8	2	0	12
Task 5.2	Suitability of existing soils for backfill purposes and bedding	ב	ъ	12	4	0	18
Task 5.3	Concrete Slab foundations and storage tank foundation	2	1	24	6	0	33
Task 5.4	Pavement thickness	1	1	12	4	0	18
Task 5.5	Develop draft geotechnical memorandum	1	2	20	8	4	35
Task 5.6	Incorporate review comments and finalize the geotechnical report	0	Ъ	4	0	0	υ

Task 6	Description	Project Principal	Project Principal Project Manager Proje	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Total by Category Project Coordination	0	1	7	4	0	12
Tack 6 1	Discussions with Stantec and	0	1	/	/	-	0
I dok O.1	subconsultants	c	Ţ	4	4	C	y
	Attend 1 progress meeting via						
Tack 6.7	video conference or phone, 2-	Þ	D	ω	Þ	-	ω
1907 0.2	hour is assume plus 1 hour	c	c	ú	c	C	ú
	prep						

Task 7.1 Internal quality con assurance (QC/QA)	Total by Category QA/QC	Task 7 Description
Internal quality control/quality assurance (QC/QA)		
2	2	Project Principal
4	4	Project Principal Project Manager Proje
2	2	Project Engineer
0	0	Designer/Drafter
0	0	Clerical
∞	8	Total by Task

Tasks 1 - 7 Totals	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	10	19	103	86	10	228

Lab Testing and Estimated Fees for Drilled Borings Investigations (to be provided by Speedie and Associates, Inc.)

	Test Description	ASTM	Unit Costs (\$)		T	otal Cost
					<u> </u>	
1	Grain size analysis	C136, D 2217	60	15	\$	900.00
2	Hydrometer	D 422	165	1	\$	165.00
3	Atterberg Limits (LL/PL)	D 4318	60	15	\$	900.00
4	Water content	D 2216	10	10	\$	100.00
5	рН	ADOT 236	35	2	\$	70.00
6	Soluble sulfates	D 4542	30	2	\$	60.00
7	Chlorides	D 4542	30	2	\$	60.00
8	Minimum Resistivity	ADOT 236	85	2	\$	170.00
9	Proctor (moisture-density) test	D 698	120	2	\$	240.00
10	Loss of ignition (organic content)	D 2974	65	2	\$	130.00
11	Dry unit weight and water content	Measured Vol	20	2	\$	40.00
12	Double Ring Infiltrometer (1 tests including travel)	D 3385	Lump Sum	1	\$	2,300.00
	*	•	•	TOTAL	\$	5,135.00



Geomechanics Southwest, Inc.

5839 S Belvedere Ave Tucson, Arizona 85706 520-889-7787

AROC 079441 / ADWR 498

www.gsidrilling.com

Date: December 9, 2022 Proposal # 02323T

Joseph B. Harris, P.E.

SCE Engineering 510 E. 4th Street Tucson, Arizona 85705 joseph@sce.engineering.com

RE: Geotech Services Request; Douglas POE Water & Wastewater Infrastructure Project

SCOPE: Item #4

- Provide a CME-75HT track-mounted drill and 2-man crew.
- Drill will come equipped with 3-1/4"ID HSA and required support equipment.
- Auger / Sample the following:
 - o 2/60', 2/20', 4/5'
- Backfill using auger cuttings with any additional being spread adjacent to each boring location.
- Provide a Backhoe & Operator to perform the following:
 - 1/5' Test Pits for Double Ring Infiltrometers.
- GSI will mark out and call-in blue stake for drill & test pit locations.
- GSI assumes no water will be encountered but have provided unit rates in the event that ADWR Permitting and Abandonment is required.

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization / Local Travel	1	EACH	2100.00	\$2,100.00
Auger / Sample	180	L.F.	26.25	\$4,725.00
Blue Stake	1	EACH	600.00	\$ 600.00
Backhoe & Operator	1	DAY	2000.00	\$2,000.00
ADWR Permitting (if GW) (est., qty.)	0	EACH	250.00	\$ 0.00
Grout Abandonment (if GW) (est., qty.)	0	L.F.	10.50	\$ 0.00
Crew Lodging & Subsistence (2-men) (est., qty.)	1.5	DAYS	500.00	\$ 750.00
Temporary Fuel Surcharge (6% of Invoice Total) (est., qty.)	.06	%	10175.00	\$ 610.50
]	ESTIMAT	ED TOTAL	\$10,785.50

We estimate a completion time of 2 days to complete.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Steve Bradshaw Vice President

SLB/sb Copies (1) addressee SCE 120922 – Douglas POE Item 4



GSI Estimate Conditions & Assumptions – RE: Proposal # 02323T

- Geomechanics Southwest, Inc., assumes no responsibility for the transportation, removal and/or disposal of auger cuttings, decontamination rinseate, well development fluids or expendable items known to be, or suspected of being contaminated as a result of the performance of drilling services associated with this project.
- 2) Geomechanics Southwest, Inc., assumes no responsibility for any damages to underground structures, pipelines or utility services incurred as a result of the performance of drilling services associated with this project. Client will call in blue stake and list GSI as an additional contractor to each ticket.
- 3) In the event that any downhole tooling & sampling equipment is lost due to adverse subsurface conditions, GSI reserves the right to charge client for the replacement of the equipment at current replacement cost.
- 4) In the event that drilling depths and sampling intervals are changed or increased, GSI reserves the right to charge for this.
- 5) Project is **not** subject to any Davis Bacon/Prevailing Wage/Certified Payroll labor laws.
- 6) Any and all Local, State & Federal Permits are the responsibility of others.
- 7) If subsurface conditions require the use of a different drilling methodology to obtain target depth other than listed above in scope of work, GSI reserves the right to renegotiate price.
- 8) Client agrees to pay GSI within ninety (90) days of invoice billed date unless otherwise agreed in advance. Client agrees to pay any and all court fees, attorney fees and late fees associated with trying to collect past due amounts.
- 9) This estimate is valid for **thirty (30) days**.
- 10) GSI will charge a 25% restocking fee on any materials purchased for a project that is changed, cancelled or otherwise delayed. Additional materials will be delivered at \$150.00 per hour (portal to portal).
- 11) Any estimated (est.) line item in proposal is exactly that, an estimate. Actual time and daily effort will be charged.

Acceptance of all outlined pricing, terms & conditions:	
Company Name:	
Authorized Representative:	
Signature:	
Date:	

Stantec

Appendix B: Detailed Fee Spreadsheet



9

			Ç
Total Units (T&M)	Project Billing Rate	Name	
126.00	\$217.12	Peterson, Mark	Senjor Age
121.00	\$217.12	Bryck, Jack	Senior Alt Senior Engineer
20.00	\$294.46	Ruiz, Colleen	Principal
134.00	\$167.97	Albor Castillo, Omar	AK
	126.00 121.00 20.00	\$217.12 \$217.12 \$294.46 126.00 121.00 20.00	Peterson, Mark Bryck, Jack Ruiz, Colleen \$217.12 \$217.12 \$294.46 126.00 121.00 20.00

Task Code | Task Name

Units

222

223.02	223	222.07	222.04	222.01
223.02 Survey of Alignment in ADOT ROW along SR 80		Survey the Location of El Paso Natural Gas Interstate Pipelines	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]
20.00		60.00	30.00	8.00
6.00		6.00	42.00	26.00
4.00		4.00	4.00	4.00
80.00		30.00		

225.04	225.01	225
Planning Old County Hospital Service Area - Wastewater Collection System	West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development	
	8.00	
16.00	25.00	
	4.00	
24.00		

9

Fee (T&M)	Total Units (T&M)	Project Billing Rate	Name	
\$29,283.84	164.00	\$178.56	Crouthamel, Todd	Proflevel III
\$25,910.30	190.00	\$136.37	Flores, Cassandra	Designer
\$7,499.52	42.00	\$178.56	Hamblin, Elizabeth	Proflevel III
\$3,571.20	20.00	\$178.56	Michel, Randy	Proflevel III
\$4,342.40	20.00	\$217.12	Brady, Gary	SeniorAR

Task Code | Task Name

225	223.02	223	222.07	222.04	222.01	222
	Survey of Alignment in ADOT ROW along SR 80		Survey the Location of El Paso Natural Gas Interstate Pipelines	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]	
				24.00	40.00	
	2.00		2.00	11.00	33.00	
	9.00		8.00	8.00	8.00	
					20.00	
	4.00		4.00	4.00	4.00	

225.04

Planning Old County Hospital Service Area - Wastewater Collection System

225.01

West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development

100.00

102.00

9.00

4.00

40.00

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		Vel IV I&C LE on Enginee,	vel IV Electri esign Engine	Vel III Electri on Engineer	Or Alt Senic Quiral Engine	A.E. Whitewa
		Pro Leve	۵	Prof.	.0	
	Name	Muthart, Johnathan	Vong	Callaway, Corey	Zahawi, Benan	Kern, Edward
	Project Billing Rate	\$217.12	\$217.12	\$178.56	\$217.12	\$217.12
	Total Units (T&M)	10.00	50.00	35.00	20.00	20.00
	Fee (T&M)	\$2,171.20	\$10,856.00	\$6,249.60	\$4,342.40	\$4,342.40
Task Code	Task Name					
222						
222.01	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]		4.00		4.00	4.00
222.04	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	10.00	24.00	15.00	4.00	4.00
222.07	Survey the Location of El Paso Natural Gas Interstate Pipelines		4.00		4.00	4.00
223						
					3	
223.02	Survey of Alignment in ADOT ROW along SR 80		4.00		4.00	4.00
225						
225.01	West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development		14.00	20.00	4.00	4.00

225.04

Planning Old County Hospital Service Area - Wastewater Collection System

|--|

225	223.02	223	222.07	222.04	222.01	222	201000	ask Code								9
	Survey of Alignment in ADOT ROW along SR 80		Survey the Location of El Paso Natural Gas Interstate Pipelines	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]		ı	o Task Name	Fee (T&M)	Total Units (T&M)	Project Billing Rate	Name			(<i>)</i>	Z:
				10.00					\$2,171.20	10.00	\$217 12	Graves, Dustin	Proflex Hydro		WA ON WE	
	36.58								\$7,942.64	36.58	\$217.12	noi	Profles			
	48.00								\$6,545.76	48.00	\$136.37		Designer			
	4.00		4.00	4.00	4.00				\$1,823.00	20.00	\$91.15	Ream, Daisy	Clericall, Manag	\		
	13,500.00								\$14,850.00	13,500.00	\$1.10		Darling			

225.04

Planning Old County Hospital Service Area - Wastewater Collection System

225.01

West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development

4.00



	SCF Engineering	T2 Utility Engineers	Bouman Survey.	
Name				Project Su
Project Billing Rate	\$1.10	\$1.10	\$1.10	Fixed F
Total Units (T&M)	45,631.10	5,540.00	50,000.00	Time & Ma
Fee (T&M)	\$50,194.21	\$6,094.00	\$55,000.00	Tota

225.01	225	223.02	223	222.07	222.04	222.01	222	Task Code	
West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development		Survey of Alignment in ADOT ROW along SR 80		Survey the Location of El Paso Natural Gas Interstate Pipelines	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated Storage Tank	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East Wastewater Lift Station]		Task Name	
					45,631.10				
				5,540.00					
					20,000.00	30,000.00			
Time & Material	Time & Material	Time & Material	Time & Material	Time & Material	Time & Material	Time & Material	Time & Material	Task Type	

225.04

Planning Old County Hospital Service Area - Wastewater Collection System

Time & Material



\$12,960.00	\$0.00	\$0.00	\$12,960.00	80.00	Planning Old County Hospital Service Area - Wastewater Collection System	225.04
\$51,296.50	\$0.00	\$0.00	\$51,296.50	298.00	West Wastewater Lift Station Survey, Geotechnical Investigation, and Capital Cost Development	225.01
\$64,256.50	\$0.00	\$0.00	\$64,256.50	378.00		225
		•	•			
\$55,317.26	\$14,850.00	\$0.00	\$40,467.26	225.58	Survey of Alignment in ADOT ROW along SR 80	223.02
\$55,317.26	\$14,850.00	\$0.00	\$40,467.26	225.58		223
\$32,180.60	\$6,094.00	\$0.00	\$26,086.60	130.00	Survey the Location of El Paso Natural Gas Interstate Pipelines	222.07
					Storage Tank	
\$111.420.40	\$72.194.21	\$0.00	\$39.226.19	194.00	Survey, Geotechnical Investigation and Capital Cost Development of the Groundwater Well / Elevated	222.04
1	9000	0			Wastewater Lift Station]	
\$62,040,73	\$33,000,00	\$0.00	\$29,040,73	159 00	Alignment Investigation Gravity Connection to the City Wastewater System [Alternative to the East	222 01
\$205,641.73	\$111,288.21	\$0.00	\$94,353.52	483.00		222
Total	Subs	Expense	Labour	Hours	e Task Name	Task Code
\$325,215.49	\$126,138.21	\$0.00	\$199,077.28	1,086.58	Fee (T&M)	
\$325,215.49	\$126,138.21	\$0.00	\$199,077.28	1,086.58	Total Units (T&M)	
\$0.00	\$0.00	\$0.00	\$0.00	0.00	Project Billing Rate	
Total	Subs	Expense	Labour	Hours	Name	

Stantec

Appendix C: City of Tucson/Stantec On-Call Rate Sheet March 2023 to March 2024

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 PHONE: (520) 837-4118 / FAX: (520) 791-4735

Sandra.alcorn@tucsonaz.gov

ISSUE DATE: April 7, 2023

CONTRACT # 181820-02 CONTRACT ADDENDUM NUMBER: FOUR (4) PAGE 1 of 1 SA

CONTRACT OFFICER: Sandra Alcorn

__ DAY

ON-CALL CIVIL ENGINEERING

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: CONTRACT RENEWAL

Pursuant to the contract, Special Terms and Conditions, Number 4, Contract Term and Renewal the City is hereby exercising its option to extend the contract for the period of March 8, 2023 through March 7, 2024.

ITEM 2: RATE ADJUSTMENT

Email Address

In accordance with Contract Special Terms and Conditions, Section 5, Rate Adjustment, the City hereby accepts the proposed price adjustment per the attached updated fee summary.

END OF ADDENDUM ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR:			CITY OF TUCSON:
CONTRACTOR HE	Katy		THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS
Signature of pe	rson authorized to s	sign Date	The state of the s
Katy Vandenbe	rg, Principal		Dan Longanecker for
Name and Title	(typed or printed le	gibly)	Director of Bนรiness Services and not personally
Stantec Consul	ting Services Inc.		
Company Name	е	_	
410 17th Stree	t, Suite 1400		
Address			
katy.vandenbe	rg@stantec.com		
Email Address		_	
Denver	CO	80202	
City	State	Zip	
	ation for Sales/Acco for daily business c		
Kiersten Wang	svick, Principal		
Name and Title	(typed or printed le	gibly)	
520-247-1701			
Phone Number			
Kiersten.Wangs	svick@stantec.com		

FEE ESTIMATE SUMMARY

DATE: March 22, 2023

PROJECT: On Call Civil Engineering Services

PREPARED BY: Elizabeth Hamblin/Kiersten Wangsvick CONTRACT NUMBER 18120-02

EFFECTIVE DATE _____March 8, 2023 PRIME CONTRACTOR Stantec

CONTRACT TIME ______ Two Years _____ CONTRACT TYPE _____ Lump Sum per Task Order

			Α	В	С	D
ITEM	FIRM	Discipline	Direct	Overhead	Profit	Billing Rate
NO.	""	Dissiplinis	Labor Rate	<u>165.25</u> %	<u>10</u> %	Diming reace
1	Stantec	Principal	\$100.92	\$166.77	\$26.77	\$294.46
2	Stantec	Project Manager	\$64.24	\$106.16	\$17.04	\$187.44
3	Stantec	Senior A/E	\$74.41	\$122.97	\$19.74	\$217.12
4	Stantec	A/E	\$57.57	\$95.13	\$15.27	\$167.97
5	Stantec	Designer	\$46.74	\$77.24	\$12.40	\$136.37
6	Stantec	CADD	\$34.39	\$56.83	\$9.12	\$100.34
7	Stantec	Prof Level IV	\$74.41	\$122.97	\$19.74	\$217.12
8	Stantec	Prof Level III	\$61.20	\$101.13	\$16.23	\$178.56
9	Stantec	Prof Level II	\$38.37	\$63.40	\$10.18	\$111.94
10	Stantec	Prof Level I	\$32.88	\$54.34	\$8.72	\$95.95
11	Stantec	Clerical/Admin	\$31.24	\$51.62	\$8.29	\$91.15
12	Stantec	Survey Crew- 3 Man				\$390.00
13	Stantec	Survey Crew- 2 Man				\$290.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

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

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