



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Allwyn Priorities, L.L.C. (Headquarters: Glendale, AZ)

Project Title/Description:

Community Outreach & Environmental Professional Services - Brownfields Program (GCD064)

Purpose:

Award of Contract: Contract No. CT-CD-17-094. This award of contract is recommended to the highest qualified consultant in an amount not-to-exceed \$359,044.37 for a contract term from October 19, 2016 to October 18, 2019 for community outreach and environmental professional services; Pima County Brownfields Program. Administering Department: Community Development and Neighborhood Conservation.

Procurement Method:

Solicitation for Qualifications No. 206793 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Four (4) responsive statements of qualifications were received and evaluated by a three (3) member committee using qualifications and experience based selection criteria. As a result of the scoring of the written statements, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

Program Goals/Predicted Outcomes:

The goal of this contract is to improve the quality of life of County residents through revitalization and redevelopment efforts. The predicted outcome would be that previously abandoned, vacant, and distressed public and private entities will be revitalized into market driven commercial and industrial uses creating jobs and property tax revenue as well as community amenities and green infrastructure leveraging other federal, state and local resources and efforts. It will also create Business Infill Incentives and other financial programs to facilitate revitalization.

Public Benefit:

Grant funded Brownfields activities support commercial and industrial revitalization efforts that promote jobs and regional economic development initiatives.

Metrics Available to Measure Performance:

At minimum, fifteen (15) Phase I Environmental Site Assessments (ESA's) will be conducted on sites potentially affected by petroleum products. At minimum, fifteen (15) Phase I ESA's will be conducted on sites potentially affected by hazardous substances. At minimum, six (6) Phase II ESA's (three (3) petroleum and three (3) hazardous substances) will be conducted on sites associated with the Phase I ESA's. At minimum, four (4) Cleanup Plans will be completed.

Retroactive:

No.

To: COB-10-4-16 - (1)
Ver. - 1
pgs. - 42

Original Information

Document Type: CT Department Code: CD Contract Number (i.e., 15-123): 17-094
Effective Date: 10/19/2016 Termination Date: 10/18/2019 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 359,044.37 Revenue Amount: \$ _____
Funding Source(s): US Environmental Protection Agency
US Department of Housing and Urban Development

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Matt Sage, Commodity/Contracts Officer Matt S 7/19/16 Reference 9-19-16
Department: Procurement May 2016 9/23/16 Telephone: 520-724-8586
Department Director Signature/Date: [Signature] for MARGARET M. KISH
Deputy County Administrator Signature/Date: [Signature] 9-30-2016
County Administrator Signature/Date: C. DeLuca 9/30/16
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 25, 2016

The Pima County Community Development and Neighborhood Conservation Department hereby issues formal notice to respondents to Solicitation #206793 for Community Outreach & Environmental Professional Services Brownfields Program (GCD064) that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on October 18, 2016.

Award is recommended to the Most Qualified Respondent:

AWARDEE NAME(S)

Allwyn Consultants

OTHER RESPONDENT NAMES (Alphabetical Order)

Engineering and Environmental Consultants, Inc. (EEC)

Ninyo & Moore

Terracon Consultants, Inc.

Issued by: Matthew Sage, Commodity/Contracts Officer

Telephone Number: 520-724-8586

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov or via fax at 520-724-4434.

PIMA COUNTY OFFICE OF SUSTAINABILITY AND CONSERVATION	
PROJECT:	COMMUNITY OUTREACH & ENVIRONMENTAL PROFESSIONAL SERVICES – BROWNFIELDS PROGRAM (GCD064)
CONSULTANT:	Allwyn Priorities, L.L.C. 5723 West Larkspur Drive Glendale, Arizona 85304
AMOUNT:	Not to Exceed - \$359,044.37
FUNDING:	U.S. Environmental Protection Agency U.S. Department of Housing and Urban Development
	<div style="border: 2px solid red; padding: 5px; margin: 10px auto; width: fit-content;"> <p style="text-align: center; margin: 0;">CONTRACT</p> <p style="margin: 0;">NO. <u>CT-CD-17-094</u></p> <p style="margin: 0;">AMENDMENT NO. _____</p> <p style="margin: 0; font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </div> <p style="text-align: center;">(stamp here)</p>

CONSULTANT SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and Allwyn Priorities, L.L.C., hereafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide community outreach and environmental professional services for the Pima County Brownfields Program; and,

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT'S representations in response to Pima County Solicitation No. 206793, CONSULTANT was determined to be the most qualified for this Project, and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on October 19, 2016 and terminates on October 18, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide community outreach and environmental professional services for the COUNTY as described in **EXHIBIT A: SCOPE OF SERVICES** (3 pages), **EXHIBIT A – ATTACHMENT 1** (1 page), and **EXHIBIT C: FEDERAL PROVISIONS** (3 pages) which are incorporated herein, the same as if set forth; and to complete such services within the term and value of this contract as it may be modified in accordance with **ARTICLE 5**.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE 3 - DEFINITIONS

Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by COUNTY.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a “not-to-exceed” amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with **ARTICLE 5**.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in EXHIBIT ‘B’ – CONSULTANT FEE SCHEDULE.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to the CONSULTANT for both profit and unallowable costs. Efficient cost control will allow the CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

Labor Rates. Labor rates are the actual cost of salary paid to employees of the CONSULTANT and identified in EXHIBIT ‘B’ – CONSULTANT FEE SCHEDULE.

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. The CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by the CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT’s fixed Fee.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT 'B' – CONSULTANT FEE SCHEDULE.

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT's Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT's fee will remain fixed and may be adjusted only as provided in ARTICLE 5 and ARTICLE 6.

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as **EXHIBIT 'B' – COMPENSATION SCHEDULE** (20 page(s)). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed Three Hundred Fifty-Nine Thousand, Forty-Four Dollars and Thirty-Seven Cents (\$359,044.37).

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under ARTICLE 25, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk. Additional Services identified in EXHIBIT 'B' – COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONTRACTOR will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT 'B-COMPENSATION SCHEDULE'. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly billable rates shown in EXHIBIT 'B' – COMPENSATION SCHEDULE will only be

adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT 'A' - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
 1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews are non-compensable.
 3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this

paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT ‘A’ - SCOPE OF SERVICES and EXHIBIT ‘B’ – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT ‘A’ - SCOPE OF SERVICES and EXHIBIT ‘B’ – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT ‘A’ - SCOPE OF SERVICES under any one of the major task categories in EXHIBIT ‘B’ – COMPENSATION SCHEDULE may be made between the COUNTY’s department representative and the CONSULTANT’s project manager by written agreement.
- B. County’s Procurement Director may make a reallocation among the major tasks in EXHIBIT ‘B’ – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT ‘A’ - SCOPE OF SERVICES or EXHIBIT ‘B’ – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT’S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an “A.M. Best” rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

7.1.3 Workers’ Compensation and Employers’ Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer’s Liability - \$500,000.

Note: The Workers’ Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.

7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

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

Examples of Professional Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

7.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 7.2.1 **Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 7.2.2 **Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 7.2.3 **Primary Insurance Endorsement:** The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 West Congress, Tucson, Arizona 85719; (520) 724-4434.

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY and, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this

Contract. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnitee.

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or

condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CONSULTANT will meet the established minimum DBE goal of Five Percent (5%) utilizing Two Percent (2%) or more for certified Women-owned Businesses (WBE) and Three Percent (3%) or more for certified Minority-owned Businesses (MBE). Respondent has made appropriate arrangements with certified DBEs, and has fully completed Forms 6100-3 and 6100-4. CONSULTANT must use the SUBCONSULTANTS named in the Organization Chart and/or on Forms 6100-3 and 6100-4 in the CONSULTANT’S Statement of Qualifications. No SUBCONSULTANT may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-DBE SUBCONSULTANTS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY.

For all Subconsultants and Subcontractors not identified in the original SOQ, the CONSULTANT shall:

1. Engage a certified Disadvantaged Business Enterprise (DBE); or,
2. Provide documentation/verification of their activities to Pima County showing CONSULTANT has complied with the Environmental Protection Agency (EPA) Six Good Faith Efforts.
3. These documents shall be submitted prior to engaging the Subconsultant/Subcontractor for services and require review and approval by the Administering Department Director and Procurement Director.

ARTICLE 15 – NON-ASSIGNMENT

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 16 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any subconsultants.** During the performance of this contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person’s age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 17 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 18 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 19 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph 2. COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 20 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

ARTICLE 21 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 22 – NOTICES

Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Daniel Tylutki
Community Development and Neighborhood Conservation
2797 East Ajo Way
Tucson, Arizona 85713
Tel: (520) 724-3777
Fax: (520) 724-6796

CONSULTANT:

Tod R. Whitwer, P.E., Owner/Senior Engineer
Allwyn Priorities, L.L.C.
5723 West Larkspur Drive
Glendale, Arizona 85304
Tel: (602) 900-4941

ARTICLE 23 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 206793, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

In the event of any conflict between Exhibit "C" Federal Provisions (3 pages) incorporated herein, and any provision of this Contract or any other incorporated document, the provision in Exhibit "C" Federal Provisions will take precedence.

ARTICLE 24 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 25 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 26 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 27 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 28 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 29 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 30 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as

CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

ARTICLE 31 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT’S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONSULTANT will further ensure that each subconsultant who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any subconsultant in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT’S or any subconsultant’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY’S rights, and the sub-consultant’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT’S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT’S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT’S approved construction or critical milestones schedule, such period of delay is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

ARTICLE 32-ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the County up to and including termination of this Contract.

ARTICLE 33 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

Tod Whitwer, Management

Name and Title (Please Print)

9/27/16

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

9/28/16

Date

EXHIBIT “A” (3 pages)
SCOPE OF SERVICES

A. Project Title:

Community Outreach & Environmental Professional Services; Pima County Brownfields Program

B. Project Purpose:

To conduct eligible EPA and HUD grant funded brownfields activities to assist with revitalization efforts along targeted, Southside, commercial and industrial corridors. Activities include executing effective community outreach to both businesses and residences to solicit participation; conducting grant funded environmental site assessments for eligible public and private property owners; and completing cleanup planning and remediation efforts as appropriate.

The Pima County Brownfields Program will utilize awarded US Environmental Protection Agency (EPA), Community Wide Assessment (EPA Brownfields) and US Housing and Urban Development (HUD), Community Development Block Grant (CDBG) to conduct eligible activities to assist with revitalization efforts in “the Southside” project area. Eligible activities include: providing community outreach; professional environmental consultant services; environmental site assessments and surveys; and, remediation of contaminated sites as approved by County.

C. Project Tasks: Consultant will utilize applicable EPA Brownfields and HUD CDBG funding as appropriate and allocated to the Project to undertake the following tasks including but not limited to:

1. **Community Outreach.** Conduct community involvement, public participation and site prioritization activities including but not limited to:
 - a. Develop and implement a Community Outreach Plan targeted for the Project area. Activities include, but not limited to, the following:
 - i. Effective outreach and coordination with County to define districts or sections within the Project Area.
 - ii. Developing a methodology to conduct effective community outreach specific to each district or section as approved by County.
 - iii. Detail community engagement or outreach methods to be conducted including, but not limited to social media, visioning, and charrettes.
 - iv. Conduct a community driven site prioritization process for each district or section to identify sites ideal for revitalization and environmental site assessments. Include applicable stakeholders from respective neighborhoods and schools; local businesses and proprietors; and the commercial broker community.
 - v. Providing a schedule and timeline to engage each district or section.
 - vi. Determine, incorporate and facilitate with County any grant required public meetings.
 - vii. Determine frequency and incorporate regular meetings with County to initiate environmental site assessment work.
 - b. Secure Access Agreements from public and private property owners or their real estate representatives to conduct environmental site assessment activities on sites identified by community.

- c. Develop and provide content and information for Brownfields Website and other social media applications in coordination with County Communication Department to market and provide public information for Project.
 - d. Directly integrate other Pima Prospers Comprehensive Plan and Pima County HUD Consolidated Plan land use, revitalization and community development initiatives and action items into Community Outreach Plan and presentations.
2. **Environmental Professional Services.** Engage professional environmental consultants, and sub consultants as appropriate, to complete the following activities in compliance with applicable administrative, programmatic and fiscal EPA and HUD requirements including but not limited to:
- a. Complete Quality Assurance Project Plan (QAPP) for federal approval.
 - b. Provide technical assistance in compiling data and submittal of programmatic and fiscal reports to federal agencies at the request of County.
 - c. Environmental Site Assessments - Utilize EPA Brownfields and HUD CDBG funding set forth in this Grant Agreement to conduct the following environmental assessments and surveys, including but not limited:
 - i. Phase I Environmental Sites Assessments, including but not limited to the following documentation and requirements:
 - a) Eligibility determination.
 - b) All Appropriate Inquiries (AAI)
 - c) American Society for Testing and Materials, Standard Practice for Environmental Site Assessments, (ASTM E1527-13).
 - ii. Phase II Environmental Site Assessments, including but not limited to the following, as required:
 - a) Sampling Analysis and Plan (SAP's).
 - b) Health and Safety Plans (HASP's).
 - c) Procurement of licensed contractors to conduct on-site drilling or other earth work in accordance with Pima County Procurement Code and Federal labor standards provisions including Davis-Bacon wage and reporting requirements.
 - iii. Lead and asbestos surveys as requested.
 - iv. Other eligible federal environmental assessments as request by County.
 - d. Provide technical assistance in development of Project work plans and action plans, including modifications and amendments at request of County.
 - e. Complete Cleanup Plans, including assessment of brownfields cleanup alternatives; scopes of work; and proposed budgets, for identified sites to be remediated.
3. **Remediation.** Utilize Cleanup Plans to identify and determine sites ideal for HUD CDBG funded remediation activities. Identified sites programed for remediation and cleanup under this task will require a written amendment to this agreement to increase funds and add scope as appropriate.

D. Regulatory Requirements: Consultant shall comply the conditions outlined as follows including, but not limited to:

1. Cooperative Agreement between Pima County and the EPA that relate to eligibility of costs and to contracts. A copy of Pima County's *EPA Cooperative Agreement* (BF - 99T36101 - 0), is available upon request at CDNC offices. Respondents should also take the following items into consideration:
2. The Consultant(s) will be subject to the regulations that govern contracts under Superfund Cooperative Agreements (i.e., CFR Part 35 Subpart O). Requirements related to accounting, recordkeeping, and specific contract clauses are described in these regulations.
3. The Consultant(s) will be subject to general Federal requirements for contracts under cooperative agreements, including portions of 40 CFR Part 31. These regulations include mandatory steps for contracts to follow in relation to items such as EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under Federal assistance programs (MBE/WBE "fair share" as stipulated in Administrative Conditions to Pima County's Cooperative Agreement with the EPA).
4. All proposal documents must include the specific percentage MBE/WBE "fair share" objectives shown in the MBE/WBE condition in the Cooperative Agreement.
5. Eligible Brownfields activities identified in 24 CFR Part 570 Community Development Block Grant Program; Revision of CDBG Eligibility and National Objective Regulations; Final Rule.

End of Exhibit "A" Scope of Services

Pima County Brownfields Project: The Southside

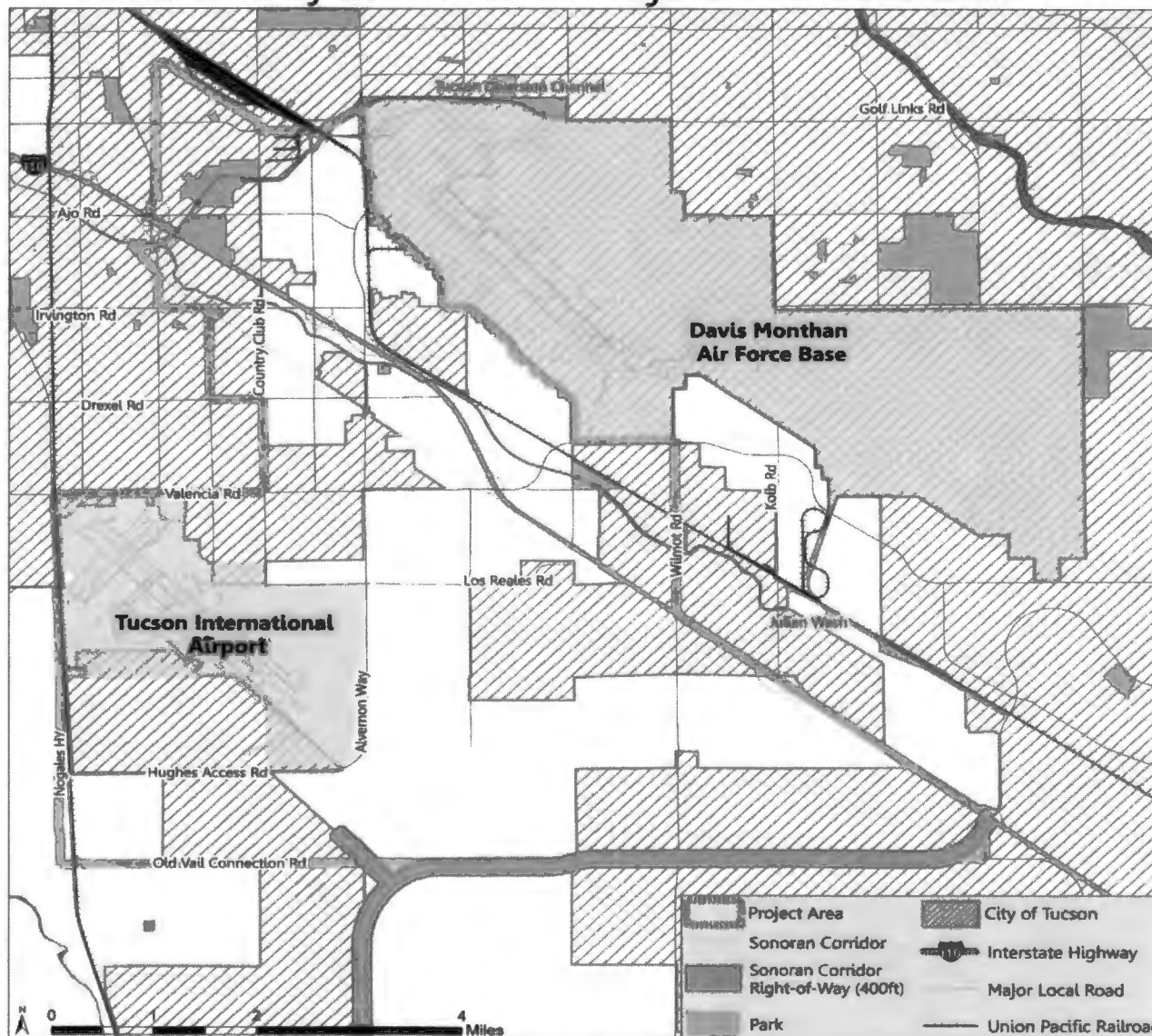


EXHIBIT 'A' - ATTACHMENT '1' (1 Page)
PROJECT AREA

EXHIBIT "B" (2 pages)
CONSULTANT FEE SCHEDULE

1. PAYMENT TO THE CONSULTANT - GENERAL

If the Project is abandoned or is suspended for a period of more than 180 consecutive calendar days through no fault of the CONSULTANT, he shall be compensated based on the percentage of work completed to the date of written notice of abandonment or suspension. COUNTY shall not pay CONSULTANT for anticipated profits should the project be abandoned.

If the Project is reinstated after a period of suspension greater than 180 consecutive calendar days, CONSULTANT's compensation may be adjusted by written addendum to the contract with mutual consent by both parties to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

No deductions shall be made in the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors.

Before payment by the COUNTY of the CONSULTANT's final invoice, the CONSULTANT shall provide a certificate stating that all amounts due engineers and other consultants have been paid or equitably discharged as follows,

"The CONSULTANT certifies that, to date, all disputed amounts due CONSULTANT'S sub consultants have been paid or equitably discharged, and that any amounts due CONSULTANT'S sub consultants under this final invoice shall be paid within fifteen (15) calendar days of CONSULTANT'S receipt of applicable payment from COUNTY."

2. PAYMENT TO THE CONSULTANT FOR PROFESSIONAL SERVICES

CONSULTANT's compensation for professional services shall be in the not to exceed amounts described below for each phase of the work in proportion to amounts noted below. Progress payments to the CONSULTANT shall be made monthly proportionate to the percent of work completed pursuant to **Attachment 1 to Exhibit "B" (Consultant Fee Proposal)**.

3. PAYMENTS TO THE CONSULTANT FOR ADDITIONAL SERVICES

Additional services may be authorized by the COUNTY from time to time, and shall require specific written approval by the COUNTY by written amendment to this agreement.

Compensation for Additional Services shall be based on one of the following methods: Lump Sum, Hourly Not to Exceed or other method mutually agreeable to both parties at the time additional services are requested.

If "Hourly Not to Exceed" is used as a billing method then the CONSULTANT's hourly billing rates specified in **Attachment 1 to Exhibit "B" (Consultant Fee Proposal)** shall apply.

If services of a sub-consultant to the CONSULTANT are requested, CONSULTANT shall be compensated for the sub-consultant's direct billing rate times a multiplier of **1.10**.

4. PAYMENTS TO THE CONSULTANT FOR REIMBURSABLE EXPENSES

Payments for Reimbursable Expenses as listed herein shall be made on the same schedule as those made for professional services. CONSULTANT shall provide copies of invoices in support of Reimbursable Expenses. Compensation for Reimbursable Expenses shall be the actual amount of the expenses incurred, with no multiplier applied.

Additional Reimbursable Expenses, beyond the total amount described, may be authorized by the COUNTY from time to time. Additional Reimbursable Expenses shall require specific written approval by the COUNTY in advance by written amendment to this contract.

COUNTY shall not pay for the cost of CONSULTANT's long distance telephone calls, postage, shipping, plotting and printing between the CONSULTANT and his sub consultants for the purposes of coordination of CONSULTANT's and sub-consultant's work.

COUNTY shall pay CONSULTANT's Reimbursable Expenses for automobile travel made during the course of providing service to the Project beyond a 50 mile radius from the Pima County Administrative West Building, 150 W. Congress Street, Tucson, Arizona at the current Pima County allowed rate per mile. Approved Reimbursable Expenses for travel costs are as limited by A.R.S § 38-623 and 624.

Approved Reimbursable Expenses are: long distance telephone, postage, shipping, public meetings, and plotting/printing.

Prior to issuance of Notice to Proceed, Pima County requests a list of personnel assigned to this project. The list shall include the title and/or position of each listing.

End of Exhibit "B" Consultant Fee Schedule



August 1, 2016

Matt Sage – Commodities/Contract Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor, Mail Stop DT-AB3-126
Tucson, Arizona 85743

Re: Cost Proposal
Community Outreach and Environmental Professional Services
Brownfields Program (GCD064) – Solicitation for Qualifications No. 206793

Allwyn Consultants (Allwyn) is pleased to present this cost proposal to the Pima County Procurement Department for the above-referenced project. We have prepared this cost proposal in accordance with your Introduction to Negotiations letter dated July 13, 2016. Our cost proposal includes the seven components requested in your letter and are discussed below:

Item No. 1

The cost proposal is broken down into two tasks as outlined in Exhibit A – Task 1 (EPA Brownfields Community Outreach, Public Involvement, and Site Prioritization Activities) and Task 2 (EPA Brownfields Professional Environmental Consultant Activities). We have developed our costs to closely match those submitted by Pima County to the Environmental Protection Agency (EPA) in its Brownfields grant application and Work Plan. We have not provided costs for Task 3 (HUD CDBG Professional Environmental Consultant Activities) because Pima County has not defined a scope of work for this task. We assume costs for work conducted using HUD CDBG funding will be developed by Allwyn for specific scopes of work using rates submitted with this cost proposal and approved by Pima County.

The cost estimates provided in this cost proposal should be used as estimates only. We assume costs for the tasks will likely vary based upon programmatic requirements and will be negotiated based on individual proposals and approved assignments from Pima County.

Item No. 2

Allwyn is providing billing rates for Allwyn and our two major subcontractors, Sonora Environmental Research Institute (SERI) and Kaneen Advertising and Public Relations (Kaneen). The cost proposal includes a breakdown of staff categories and estimated number of hours. We have provided overhead rates calculated based on our profit and loss statement for the period of July 1, 2015 to Jun 30, 2016.

Kaneen hourly rates are based on current industry standards and are not calculated based on overhead costs and profit percentages. These rates are similar to projects completed and underway for Pima County Wastewater and Pima County Flood Control.

SERI's rates are based upon direct and indirect rates established on behalf of the U.S. Department of Housing and Urban Development.

Item No. 3

As discussed in reference to Item No. 2, are rates based on Allwyn's accounting statements and not audited overhead rates; therefore, this section is not applicable.

Item No. 4

Allwyn's subconsultant rates are shown in the attached cost proposal.

Item No. 5

A rate schedule for Allwyn and its subconsultants is provided in the attached cost proposal.

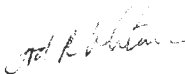
Item No. 6

Pima County submitted a proposed schedule for grant activities to EPA with its Work Plan. We plan to adhere to that schedule.

Item No. 7

Direct and Reimbursable costs are provided in the attached cost proposal. We will not charge a mark-up on our prime subconsultants, SERI and Kaneen. However, we are proposing a mark-up of 8 percent on other subconsultants and subcontractors in order to adequately cover costs associated with necessary subcontracting expenses such as increased insurance cost, risk management, and accounting.

Sincerely,



ALLWYN CONSULTANTS

Tod R. Whitwer, P.E.

Principal

Allwyn Priorities, LLC dba Allwyn Consultants

SUMMARY

Task	Description	Cost
1	EPA Brownfields Community Outreach, Public Involvement, and Site Prioritization Activities	
1.a.	Community Outreach Plan	\$48,111.41
1.b.	Secure Access Agreements	\$33,416.80
1.c.	Brownfields Website	\$9,935.00
1.d.	Pima Prospers	\$11,475.00
	TOTAL TASK 1	\$102,938.21
2	EPA Brownfields Professional Environmental Consultant Activities	
2.a.	Quality Assurance Project Plan	\$6,053.06
2.b.	Quarterly Reports	\$5,347.75
2.c.	Phase I/II ESAs	\$213,321.37
2.d.	Work Plan Documentation	\$11,541.59
2.e.	Cleanup Plans	\$19,842.39
	TOTAL TASK 2	\$256,106.15
	TOTAL	<u>\$359,044.37</u>

Task 1

EPA Brownfields Community Outreach, Public
Outreach, and Site Prioritization Activities

Task 1.a. Community Outreach Plan							
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Principal/Program Manager	45	\$72.11	\$102.61	\$7.21	\$181.93	\$8,187.01	
Project Manager	0	\$48.08	\$68.42	\$4.81	\$121.31	\$0.00	
Senior Engineer/Scientist	0	\$38.46	\$54.73	\$3.85	\$97.03	\$0.00	
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00	
Staff Engineer/Scientist	0	\$28.00	\$39.84	\$2.80	\$70.64	\$0.00	
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00	
Administration	0	\$15.00	\$21.35	\$1.50	\$37.85	\$0.00	
Subtotal Allwyn						\$8,187.01	
Sonora Environmental Research Institute							
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost		
Project Director	80	\$40.00	\$10.80	\$4.00	\$54.80	\$4,384.00	Overhead Rate 27.0%
Senior Program Manager	40	\$40.00	\$10.80	\$4.00	\$54.80	\$2,192.00	Fee 10.0%
Program Manager	540	\$23.00	\$6.21	\$2.30	\$31.51	\$17,015.40	
Sr. Env. Health Promotora	520	\$20.00	\$5.40	\$2.00	\$27.40	\$14,248.00	
Subtotal SERI						\$37,839.40	
Kaneen Advertising and Public Relations							
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost		
Project Manager	12				\$120.00	\$1,440.00	
Artist/Designer	0				\$95.00	\$0.00	
PR Coordinator	6				\$85.00	\$510.00	
Clerical	3				\$45.00	\$135.00	
Subtotal Kaneen						\$2,085.00	
TOTAL TASK 1.a.						<u>\$48,111.41</u>	

Task 1.b. Access Agreements							
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Principal/Program Manager	9	\$72.11	\$102.61	\$7.21	\$181.93	\$1,637.40	Overhead Rate 142.3%
Project Manager	0	\$48.08	\$68.42	\$4.81	\$121.31	\$0.00	Fee 10.0%
Senior Engineer/Scientist	0	\$38.46	\$54.73	\$3.85	\$97.03	\$0.00	
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00	
Staff Engineer/Scientist	0	\$28.00	\$39.84	\$2.80	\$70.64	\$0.00	
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00	
Administration	0	\$15.00	\$21.35	\$1.50	\$37.85	\$0.00	
Subtotal Allwyn						\$1,637.40	
Sonora Environmental Research Institute							
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost		
Project Director	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00	Overhead Rate 27.0%
Senior Program Manager	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00	Fee 10.0%
Program Manager	520	\$23.00	\$6.21	\$2.30	\$31.51	\$16,385.20	
Sr. Env. Health Promotora	208	\$20.00	\$5.40	\$2.00	\$27.40	\$5,699.20	
Subtotal SERI						\$22,084.40	
Kaneen Advertising and Public Relations							
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost		
Project Manager	47				\$120.00	\$5,640.00	
Artist/Designer	4				\$95.00	\$380.00	
PR Coordinator	39				\$85.00	\$3,315.00	
Clerical	8				\$45.00	\$360.00	
Subtotal Kaneen						\$9,695.00	
TOTAL TASK 1.b.						<u>\$31,416.80</u>	

Task 1

EPA Brownfields Community Outreach, Public
Outreach, and Site Prioritization Activities

Task 1.c. Brownfields Website						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	18	\$72.11	\$102.61	\$7.21	\$181.93	\$3,274.80
Project Manager	0	\$48.08	\$68.42	\$4.81	\$121.31	\$0.00
Senior Engineer/Scientist	0	\$38.46	\$54.73	\$3.85	\$97.03	\$0.00
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00
Staff Engineer/Scientist	0	\$28.00	\$39.84	\$2.80	\$70.64	\$0.00
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	0	\$15.00	\$21.35	\$1.50	\$37.85	\$0.00
Subtotal Allwyn						\$3,274.80

Overhead Rate 142.3%
Fee 10.0%

Sonora Environmental Research Institute						
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Project Director	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00
Senior Program Manager	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00
Program Manager	20	\$23.00	\$6.21	\$2.30	\$31.51	\$630.20
Sr. Env. Health Promotora	0	\$20.00	\$5.40	\$2.00	\$27.40	\$0.00
Subtotal SERI						\$630.20

Overhead Rate 27.0%
Fee 10.0%

Kaneen Advertising and Public Relations						
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Project Manager	18			\$120.00	\$2,160.00	
Artist/Designer	12			\$95.00	\$1,140.00	
PR Coordinator	30			\$85.00	\$2,550.00	
Clerical	4			\$45.00	\$180.00	
Subtotal Kaneen						\$6,030.00

TOTAL TASK 1.c. \$9,935.00

Task 1.d. Pima Prospers						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	0	\$72.11	\$102.61	\$7.21	\$181.93	\$0.00
Project Manager	0	\$48.08	\$68.42	\$4.81	\$121.31	\$0.00
Senior Engineer/Scientist	0	\$38.46	\$54.73	\$3.85	\$97.03	\$0.00
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00
Staff Engineer/Scientist	0	\$28.00	\$39.84	\$2.80	\$70.64	\$0.00
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	0	\$15.00	\$21.35	\$1.50	\$37.85	\$0.00
Subtotal Allwyn						\$0.00

Overhead Rate 142.3%
Fee 10.0%

Sonora Environmental Research Institute						
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Project Director	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00
Senior Program Manager	0	\$40.00	\$10.80	\$4.00	\$54.80	\$0.00
Program Manager	0	\$23.00	\$6.21	\$2.30	\$31.51	\$0.00
Sr. Env. Health Promotora	0	\$20.00	\$5.40	\$2.00	\$27.40	\$0.00
Subtotal SERI						\$0.00

Overhead Rate 27.0%
Fee 10.0%

Kaneen Advertising and Public Relations						
Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost	
Project Manager	39			\$120.00	\$4,680.00	
Artist/Designer	14			\$95.00	\$1,330.00	
PR Coordinator	59			\$85.00	\$5,015.00	
Clerical	10			\$45.00	\$450.00	
Subtotal Kaneen						\$11,475.00

TOTAL TASK 1.d. \$11,475.00

Task 2
EPA Brownfields Professional Environmental
Consultant Activities

Task 2.a. Prepare Quality Assurance Project Plan						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	1	\$72.11	\$102.61	\$7.21	\$181.93	\$181.93
Project Manager	6	\$48.08	\$68.42	\$4.81	\$121.31	\$727.84
Senior Engineer/Scientist	36	\$38.46	\$54.73	\$3.85	\$97.03	\$3,493.24
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00
Staff Engineer/Scientist	18	\$28.00	\$39.84	\$2.80	\$70.64	\$1,271.59
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	10	\$15.00	\$21.35	\$1.50	\$37.85	\$378.45
						\$6,053.06

Overhead Rate 142.3%
Fee 10.0%

Task 2.b. Prepare Quarterly Reports						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	0	\$72.11	\$102.61	\$7.21	\$181.93	\$0.00
Project Manager	20	\$48.08	\$68.42	\$4.81	\$121.31	\$2,426.12
Senior Engineer/Scientist	0	\$38.46	\$54.73	\$3.85	\$97.03	\$0.00
Project Engineer/Scientist	0	\$31.25	\$44.47	\$3.13	\$78.84	\$0.00
Staff Engineer/Scientist	36	\$28.00	\$39.84	\$2.80	\$70.64	\$2,543.18
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	10	\$15.00	\$21.35	\$1.50	\$37.85	\$378.45
						\$5,347.75

Overhead Rate 142.3%
Fee 10.0%

Task 2.c. Complete 30 Phase I ESAs/5 Phase II ESAs						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	52	\$72.11	\$102.61	\$7.21	\$181.93	\$9,460.54
Project Manager	120	\$48.08	\$68.42	\$4.81	\$121.31	\$14,556.70
Senior Engineer/Scientist	154	\$38.46	\$54.73	\$3.85	\$97.03	\$14,943.33
Project Engineer/Scientist	400	\$31.25	\$44.47	\$3.13	\$78.84	\$31,537.50
Staff Engineer/Scientist	400	\$28.00	\$39.84	\$2.80	\$70.64	\$28,257.60
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	60	\$15.00	\$21.35	\$1.50	\$37.85	\$2,270.70
						\$101,026.37

Overhead Rate 142.3%
Fee 10.0%

Subcontractors	Subcontractor Role	Number	Rate	Total Cost
Allands	Phase I ESA Database and Title Reports	30	\$450.00	\$13,500.00
Southlands Engineering	Drilling	5	\$3,500.00	\$17,500.00
APPL Laboratory	Soil and Water Chemical Analysis	5	\$4,000.00	\$20,000.00
EMLab	Asbestos Analysis	10	\$1,200.00	\$12,000.00
MPE Environmental	Waste Excavation, Hauling, Disposal	3	\$10,000.00	\$30,000.00
Subterra	Subsurface Utility Location	5	\$250.00	\$1,250.00

Total Subcontractors \$94,250.00

Subcontracted Services will be billed at cost plus 8% (not applicable to SERI or Kaneen invoices)

Reimbursables	Number	Rate	Total Cost
Subcontractor Management	\$94,250.00	8%	\$7,540.00
Photoionization Detector	15	\$80.00	\$1,200.00
X-Ray Fluorescence Analyzer	12	\$175.00	\$2,100.00
GPS Unit	15	\$25.00	\$375.00
Level D Safety Equipment	20	\$10.00	\$200.00
Level C Safety Equipment	25	\$55.00	\$550.00
Soil Sampling Equipment	10	\$45.00	\$2,025.00
Vehicle	45	\$75.00	\$3,375.00
Generator	8	\$85.00	\$680.00
Total Reimbursables			\$18,045.00

TOTAL TASK \$213,321.37

Task 2
EPA Brownfields Professional Environmental
Consultant Activities

Task 2.d. Site-Specific Work Plan Documentation						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	5	\$72.11	\$102.61	\$7.21	\$181.93	\$909.67
Project Manager	10	\$48.08	\$68.42	\$4.81	\$121.31	\$1,213.06
Senior Engineer/Scientist	20	\$38.46	\$54.73	\$3.85	\$97.03	\$1,940.69
Project Engineer/Scientist	48	\$31.25	\$44.47	\$3.13	\$78.84	\$3,784.50
Staff Engineer/Scientist	48	\$28.00	\$39.84	\$2.80	\$70.64	\$3,390.91
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	8	\$15.00	\$21.35	\$1.50	\$37.85	\$302.76
						\$11,541.59

Overhead Rate 142.3%
Fee 10.0%

Task 2.e. Cleanup Plans						
Allwyn Consultants	Hours	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate	Total Cost
Principal/Program Manager	8	\$72.11	\$102.61	\$7.21	\$181.93	\$1,455.47
Project Manager	24	\$48.08	\$68.42	\$4.81	\$121.31	\$2,911.34
Senior Engineer/Scientist	30	\$38.46	\$54.73	\$3.85	\$97.03	\$2,911.04
Project Engineer/Scientist	80	\$31.25	\$44.47	\$3.13	\$78.84	\$6,307.50
Staff Engineer/Scientist	80	\$28.00	\$39.84	\$2.80	\$70.64	\$5,651.52
Technician	0	\$25.00	\$35.58	\$2.50	\$63.08	\$0.00
Administration	16	\$15.00	\$21.35	\$1.50	\$37.85	\$605.52
						\$19,842.39

Overhead Rate 142.3%
Fee 10.0%

Labor Rates

Labor Category	Direct Labor Rate	Overhead Rate	Profit	Rate (per hour)
Allyn Consultants (Allyn)				
Principal/Program Manager	\$72.11	\$102.61	\$7.21	\$181.93
Project Manager	\$48.08	\$68.42	\$4.81	\$121.31
Senior Engineer/Scientist	\$38.46	\$54.73	\$3.85	\$97.03
Project Engineer/Scientist	\$31.25	\$44.47	\$3.13	\$78.84
Staff Engineer/Scientist	\$28.00	\$39.84	\$2.80	\$70.64
Technician	\$25.00	\$35.58	\$2.50	\$63.08
Administration	\$15.00	\$21.35	\$1.50	\$37.85
Sonoran Environmental Research Institute (SEI)				
Project Director	\$40.00	\$10.80	\$4.00	\$54.80
Senior Program Manager	\$40.00	\$10.80	\$4.00	\$54.80
Program Manager	\$23.00	\$6.21	\$2.30	\$31.51
Sr. Env. Health Promotora	\$20.00	\$5.40	\$2.00	\$27.40
Green Advertising and Public Relations (Green)				
Project Manager				\$120.00
Artist/Designer				\$95.00
PR Coordinator				\$85.00
Clerical				\$45.00

Overhead Rate 142.3%
Fee 10.0%

Overhead Rate 27.0%
Fee 10.0%

Annual Fee Adjustment (Direct Rates only)

1.75%

Reimbursables

Item	Rate	Unit
Photoionization Detector	\$80.00	day
X-Ray Fluorescence Analyzer	\$175.00	day
GPS Unit - 5 foot accuracy	\$25.00	day
GPS Unit - Submeter accuracy	\$85.00	day
Hand Auger w/Slide Hammer	\$40.00	day
Level D Safety Equipment	\$10.00	day
Level C Safety Equipment	\$55.00	day
Soil Sampling Equipment	\$45.00	day
Vehicle	\$75.00	day
Generator	\$85.00	day
Hotel	\$89.00	day
Per Diem	\$39.00	day
Reproduction (letter)	\$0.15	page
Reproduction (Design Drawings)	\$3.50	page



July 26, 2016

Tod Whitwer, PE
Principal
Allwyn Consultants
2223 S. 48th Street, Suite A
Tempe, AZ 85282

Re: Community Outreach & Environmental Professional Services Brownfields Program
Solicitation No. 206793

Dear Tod,

Kaneen Advertising & Public Relations is pleased to be a team member working with Allwyn on this Pima County Brownfields Program.

Our role will be focused on the community outreach and public involvement tasks. Specifically, we will focus on the following tasks:

- Assist with development and implementation of the Community Outreach Plan
- Assist with outreach to the neighborhoods, property owners, general community within the project area
- Outreach to the property owners and commercial real estate brokers to obtain information and feedback
- Provide information and updates throughout the life of the project to assist Pima County in development of a website page for the Pima County Brownfields Program
- Coordinate with and for the Pima County Pima Prospers team to carry out goals from the Pima Prospers Plan
- Any other tasks as needed or requested by Pima County

Our rates will be as follows:

Project Manager	\$120 per hour
Artist/Designer	\$95 per hour
PR Coordinator	\$85 per hour
Clerical	\$45 per hour

Note: Kaneen hourly rates are based on current industry standards and are not calculated based on overhead costs and profit percentages. These rates are similar to projects completed and underway for Pima County Wastewater and Pima County Flood Control.

Please advise if additional information is needed.

Sincerely,

Nanette Pageau, Principal
Kaneen Advertising & Public Relations, Inc.

We will be moving our office on August 19, 2016 to The Pioneer

*100 N. Stone Avenue, Suite 450
Tucson, AZ 85701*



28 July 2016

Tod R. Whitwer
Allwyn Environmental
1 West Deer Valley Road, Suite 305
Phoenix, AZ 85251

Dear Mr. Whitwer:

We look forward to working with Allwyn Environmental on the Pima County **Community Outreach & Environmental Professional Services Brownfields Program**. SERI has a long history of effectively engaging the low-income, minority population of Pima County in environmental projects. We will lead the EPA Brownfields Community Outreach, Public Involvement and Site Prioritization Activities. We will provide effective community outreach and public involvement activities in coordination with Pima County to promote the program including, but not limited to:

- a. Developing and implementing a Community Outreach Plan (COP) to identify and maximize involvement of stakeholders within the Project Area, including, but not limited to residents, local businesses and merchants, school advocates, and commercial brokers.
 - i. Conducting effective outreach and coordination with Pima County to define districts or sections within the Project Area.
 - ii. Developing a methodology to conduct effective community outreach specific to each district or section as approved by Pima County.
 - iii. Detailing community engagement or outreach methods to be conducted including, but not limited to social media, visioning, and charrettes.
 - iv. Conducting a community driven site prioritization process for each district or section to identify sites ideal for revitalization and environmental site assessments (ESAs). Include applicable stakeholders from respective neighborhoods and schools; local businesses and proprietors; and the commercial broker community.
 - v. Providing a schedule and timeline to engage each district or section.
 - vi. Determining, incorporating and facilitating with Pima County any grant required public meetings into COP.
- b. Coordinating with Pima County and providing property owners/commercial brokers to secure access agreements prior to conducting ESAs.

We will assist with:

- a. Providing information and deliverables as requested to supplement the Pima County Brownfields Program website.
- b. Coordinating and incorporating PimaProsper's land use, revitalization and brownfields efforts as requested by County.
- c. Determining frequency and incorporating regular meetings with County to initiate ESA work.

Our billing rates for the project are given below. Our overhead rate consists of 16% of the hourly rate for fringe benefits and our most current federally negotiated indirect cost rate of 11% personnel (hourly rate) and fringe benefits. Our fee or profit is 10%.

Position	Direct Hourly Rate	Overhead	Fee (Profit)	Billing Rate
Project Director	\$40.00	\$10.80	\$4.00	\$54.80
Sr. Program Manager	\$40.00	\$10.80	\$4.00	\$54.80
Program Manager	\$23.00	\$6.21	\$2.30	\$31.51
Sr. Environmental Health Promotora	\$20.00	\$5.40	\$2.00	\$27.40

We look forward to participating in this very worthwhile project. Please contact me if you need any additional information.



Ann Marie A. Wolf
President



Allands

14947 W. Piccadilly Road, Goodyear, AZ 85395 • Phone: 623-535-7800 • Fax: 623-535-7900
www.allands.com • e-mail: sharon@allands.com

Historical Title and Environmental Research

July 27, 2016

Allwyn Consultants
Attn.: Tod Whitwer, P.E.
2223 South 48th Street, Suite A
Tempe, AZ 85282

Dear Mr. Whitwer:

Allands is pleased to submit this proposal to Allwyn Consultants to provide environmental and land title research services to support your contract with Pima County on the Community Outreach Environmental Professional Services contract (GCD064).

Allands proposes to provide approximately 30 reports (consisting of ASTM Database report, environmental lien report, or historical title report) for a cost not exceeding \$450 per project.

Sincerely;

Sharon Elaine Hodges
Allands
14947 West Piccadilly Road
Goodyear, AZ 85395
623-535-7800
sharon@allands.com

July 28, 2016

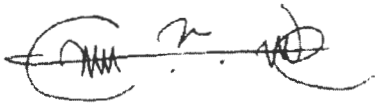
Dear Sir/Madam,

Southlands Engineering, LLC (Southlands) is pleased to submit this proposal to Allwyn Consultants to provide geotechnical and environmental drilling services to support your contract with Pima County (County) on the Community Outreach Environmental Professional Services contract (GCD064).

Southlands proposes to provide services to support five Phase II Environmental Site Assessments (ESAs) for a cost of approximately \$3,500 per project. Since the exact scope of the projects is currently unknown, the contract amounts may be less or exceed the estimated amount of \$3,500.

Sincerely,

SOUTHLANDS ENGINEERING, LLC



David Chushi Mwewa, PE
President/Principal Engineer

Southlands Engineering LLC

P.O. Box 65017, Tucson, Arizona 85728

Tel: +1 520 940-0472 | Email: chushidm@southlandsengr.com | www.southlandsengr.com

ROC No.: A-4 294073 | ADWR No.: 845 | AzBTR No.: 18921



908 North Temperance Ave. ▽ Clovis, CA 93611 ▽ Phone 559-275-2175 ▽ Fax 559-275-4422

Certification Number: CA1312
NELAP Certification number: CA00046
DoD-ELAP Certificate number: 4064.01

July 28, 2016

Tod Whitwer, P.E.
Allwyn Consultants
2223 S. 48th Street, Suite A
Tempe, Arizona 85282

Dear Tod,

APPL, Inc. (APPL) is pleased to submit this proposal to Allwyn Consultants to provide soil and groundwater chemical analysis services to support your contract with Pima County on the Community Outreach Environmental Professional Services contract (GCD064). APPL proposes to provide services to support five Phase II Environmental Site Assessments (ESAs) for a cost of approximately \$4,000 per project.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Dehmlow".

Sharon Dehmlow
Quality Assurance Director
APPL Inc.



A TestAmerica Company

When quality and accuracy are critical.

To Whom It May Concern:

EMLab P&K (EM Lab) is pleased to submit this proposal to Allwyn Consultants to provide asbestos analysis services to support your contract with Pima County on the Community Outreach Environmental Professional Services contract (GCD064). EMLab proposes to provide services to support ten Phase I Environmental Site Assessments (ESAs) for a cost of approximately \$1,200 per project.

Sincerely,

Lori Litwiller
Regional Account Manager
llitwiller@emlabpk.com
623-298-1022



July 28, 2016

Tod Whitwer, P.E.
ALLWYN CONSULTANTS
2223 South 48th Street, Suite A
Tempe, Arizona 85282

RE: COMMUNITY OUTREACH ENVIRONMENTAL PROFESSIONAL SERVICES CONTRACT,
PIMA COUNTY, ARIZONA

Dear Tod,

MP Environmental Services, Inc. (MPE) is pleased to submit this proposal to Allwyn Consultants to provide waste excavation, transportation, and disposal services to support your contract with Pima County on the Community Outreach Environmental Professional Services contract (GCD064). MPE proposes to provide services to support three Phase II Environmental Site Assessments (ESAs) for a cost of approximately \$10,000 per project.

Respectfully submitted,

MP ENVIRONMENTAL SERVICES, INC.

Matt Hoffman
Facility Manager

3045 South 51st Ave, Phoenix, AZ 85043 602-278-6233 office / 602-278-2884 fax / 602-717-2637 cell
mhoffman@mpenviro.com



Subterra Utility Locating, LLC
 6336 N. Oracle Rd. #326-310
 Tucson, AZ 85704
 520-406-0651
 SubterraLocating@gmail.com
 www.SubterraLocating.com

JOB INVOICE

103

TO _____

JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	JOB START DATE
JOB COMPLETION DATE	INVOICE DUE DATE

JOB LOCATION:

DESCRIPTION OF WORK

Subterra Utility Locating is pleased to submit this proposal to J Allwyn Consultants to provide private underground utility locating to support your contract with Pima County on the Community Outreach Environmental Professional Service Contract (GC D064). Subterra proposes to provide services to support five Phases II Environmental Site Assessments (ESA) for a cost of approximately \$250 per project.

Thank you,

[Handwritten Signature]

CHARGES

LOCATING FEE
 \$70.00/HR.
 2 HOUR MINIMUM
 DRIVE TIME

SUBTERRA UTILITY LOCATING, LLC WILL NOT BE HELD LIABLE FOR ANY DAMAGES TO ANY UTILITIES LOCATED OR NOT. CUSTOMERS WILL HOLD SUBTERRA UTILITY LOCATING HARMLESS FROM ANY LIABILITY RELATED TO LOCATING SERVICES.

SIGNATURE _____

TECHNICIAN	DATE	HRS	OT HRS	RATE	AMOUNT

CUSTOMER PO/JOB NUMBER _____

WORK ORDERED BY _____

SIGNATURE _____

I hereby acknowledge the satisfactory completion of the above described work.

Thank You	TAX	
	TOTAL	

EXHIBIT "C" (3 pages)
FEDERAL PROVISIONS

ARTICLE 1 – DEBARRED OR SUSPENDED SUBCONSULTANTS

CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed in the System for Award Management (SAM), at <https://www.sam.gov> with an active exclusion. This provision shall be included in all subcontracts and all subconsultants will be required to include this provision in their subcontracts at every tier. CONSULTANT shall immediately notify COUNTY if any subconsultant is suspended or debarred after award of the subcontract.

ARTICLE 2 – MINORITY, WOMAN-OWNED AND SMALL BUSINESS SUBCONTRACTING

If performance of this Contract will require subcontracting, then:

1. CONSULTANT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

ARTICLE 3 – ACCESS TO RECORDS AND RECORDS RETENTION

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or COUNTY with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. In the event of a conflict between or among the requirements of the COUNTY, state agency or granting agency, the most stringent will govern.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as COUNTY, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the Consultant shall make available to COUNTY, the granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

ARTICLE 4 – CLEAN AIR AND CLEAN WATER COMPLIANCE

If this Contract exceeds \$100,000, then:

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONSULTANT agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify COUNTY of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the COUNTY, State or Federal Government may direct as a means of enforcing such provisions.

ARTICLE 5 – COPYRIGHT

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- B. Any rights of copyright to which a grantee, subgrantee or a Consultant purchases ownership with grant support.

ARTICLE 6 – ENERGY CONSERVATION

CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

ARTICLE 7 – PROHIBITION AGAINST LOBBYING

CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract

was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

ARTICLE 9 – COPELAND ACT REQUIREMENTS

CONSULTANT shall comply the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), which are hereby incorporated by reference in this Contract.

ARTICLE 10 – RIGHTS IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTREST)

COUNTY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Consultant pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.