



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 1, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

H2O Partners, Inc. (Headquarters: Austin, TX)

***Project Title/Description:**

Pavement Condition Index

***Purpose:**

Award: Master Agreement No. MA-PO-23-064. This Master Agreement is for an initial term from November 1, 2022 to July 31, 2023 in the annual award amount of \$625,000.00 (including sales tax) and includes two (2) one-year renewal options. Administering Department: Transportation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 23-042, the Procurement Director approved the use of H-GAC Cooperative Purchasing Program HP08-21, which was awarded through competitive procedures reasonable similar to those set forth by Pima County Procurement Code.

PRCUID: 458970

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

This contract will provide County with updated pavement rating used in decision making for the pavement preservation program. This contract will also provide County with a better inventory of roadway asset within the right-of-ways.

***Public Benefit:**

The updated and accurate pavement information provided will be used to inform the decision making process for the pavement repair and preservation program which will result in more efficient use of program funds. The additional asset collection will provide the Department of Transportation with better information about maintenance needs and thereby funding needs required to maintain other aspects of the roadway system.

***Metrics Available to Measure Performance:**

New PCI information for all paved roadways that are owned by the County and more accurate information about the other assets of County maintains with the right-of-way.

***Retroactive:**

No.

To: COB 10-17-22
Pgs: 17
Vers: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-064
 Commencement Date: 11/01/2022 Termination Date: 07/31/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 625,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Highway User Revenue Funds**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Katarina Monteverde, Procurement Officer Digitally signed by Katarina Monteverde Date: 2022.10.12 15:51:40 -0700 Ana Wilber Digitally signed by Ana Wilber Date: 2022.10.12 16:01:06 -0700
 Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2022.10.12 16:14:04 -0700 Telephone: 520.724.7126

Department Director Signature: Lauren A. Ortega Date: 10/13/22
 Deputy County Administrator Signature: [Signature] Date: 10/17/2022
 County Administrator Signature: [Signature] Date: 10/17/2022

Pima County Procurement Department
Administering Department: Transportation

Project: Pavement Condition Index

Contractor: H2O Partners, Inc
260 Addie Roy Road, Suite 150
Austin, TX 78705

Amount: \$625,000.00

Contract No.: MA-PO-23-064

Funding: Highway User Revenue Funds

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and H2O Partners, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Transportation Department requires Pavement Condition Index data collection service.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. County has entered into such an agreement with H-GAC Cooperative Purchasing Program ("HGACBuy") (County contract no. 11-2686).
- 1.4. Contract.
 - 1.4.1. HGACBuy entered into a contract (HP08-21) for specified goods and services with H2O Partners, Inc., a ("Contractor"), which is currently in effect (the "HGACBuy Contract"). The HGACBuy contract is incorporated into this Contract by this reference.
 - 1.4.2. Part 2 of the HGACBuy Request for Proposal provides that another governmental entity with which HGACBuy has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the HGACBuy Contract.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on November 01, 2022 and will terminate on July 31, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A: Scope of Work** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The terms and conditions set forth in this Contract control over any inconsistent provisions in the HGACBuy Contract.
4. **Key Personnel**. Not applicable to this Agreement.
5. **Compensation and Payment**.
- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B: Pricing** (4 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$625,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Submittal. Invoices are to be sent to:
- Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor.

Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

- 6. Insurance.** The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O) Insurance. This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this contract, the following provisions.

- 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.
- 6.4. Verification of Coverage. Contractor shall 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 shall sign the certificates. Each certificate must include:

- 6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
 - 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
 - 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.5. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.
 - 6.6. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.
 - 6.7. Approval and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.
- 7. Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 8. Laws and Regulations.**
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

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

County:

Terri Spencer, Procurement Director
Pima County Procurement Dept.
150 W Congress, 5th Floor
Tucson, AZ 85701
(520) 724-3722
terri.spencer@pima.gov

Contractor:

Eric Howard, Vice President
H2O Partners, Inc.
260 Addie Roy Rd, Suite 150
Austin, TX 78705
(512) 329-6612
eric@h2oparnersusa.com

19. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. 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.

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

22. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or

governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records. Contractor 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. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.

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

25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor'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 Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will 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 subcontractor as soon as possible so as not to delay project completion.

25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

26. Grant Compliance. Not applicable to this Agreement.

27. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 30. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 31. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 32. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

H2O Partners, Inc



Authorized Officer Signature

Eric Howard, Vice President

Printed Name and Title

10/12/2022

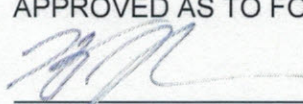
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

EXHIBIT A: SCOPE OF WORK (2 pages)

GENERAL NOTES

1. Project Location

This project is located within Pima County at various locations on paved roads maintained by Pima County.

2. Scope of Work

The projects will consist of collecting current pavement distresses per ASTM D6433 along the roadways identified for the project. The Contractor shall calculate a Pavement Condition Index (PCI) per ASTM D6433 for each management section within the study roadways for both Asphaltic Concrete (AC) and Portland Cement Concrete (PCC). The Contractor shall provide updated PCI to the County and familiarize the County with the new data. The Contractor shall provide the pavement distresses in Metropolitan Transportation Commission (MTC) StreetSaver upload format. The Contractor will be responsible for providing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible.

3. Contract Time

The work specified for each project shall be given a specific contract time. The first project shall be a countywide update to the PCI data, and the start date will be scheduled at a mutually beneficial date and time between Contractor and department.

4. Specifications and Details

The work herein shall be performed in accordance with the requirements of ASTM D6433 and the Metropolitan Transportation Commission (MTC) StreetSaver software. All work conducted within Pima County Right-Of-Way shall also be in compliance with the following:

- PAG Standard Specifications for Public Improvements 2015 Edition with Amendments
- U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition.

5. Project limits

The Contractor shall perform all work within the public right-of-way, legally obtained easements and property legally acquired by the County. The contractor shall assume all responsibility and liability for any encroachment upon private property. The use of private property for construction yards will be allowed only if zoning requirements allows its use for this purpose.

6. Work Hours/Noise Abatement Ordinance

Construction noise abatement and start/stop times shall be in accordance with Pima Ordinance No. 1999-61: Regulating the Excessive, Unnecessary and Annoying Noises in Pima County.

7. Pavement Condition Data Collection

- 1.1.1. Contractor shall perform a pavement condition assessment in accordance with ASTM D6433 by street class (Arterial, Collector, Local)
- 1.1.2. The Contractor shall perform a single pass testing for streets and double pass testing where divided roads occurs (as agreed upon with the County Project Manager). Double pass mileage will be billed at the unit rate for the street class collected. There are approximately 150 miles of divided roadways within the County maintenance system.
- 1.1.3. A continuous linear survey shall be performed and not a sampling of the network. All survey work shall be performed on dry pavement and in lighting conditions that assure accurate crack detection.
- 1.1.4. The County shall provide the Contractor road segmentation based on the current StreetSaver management sections and with adjustments as mutually determined. A separate PCI shall be calculated for each management section. Pima County currently has 6,510 management sections.
- 1.1.5. Contractor must utilize properly calibrated laser road surface testing equipment. Equipment shall be suitable for the work and be enhanced with digital imagery and GPS capabilities. Contractor will use this equipment to collect a full array of pavement condition data for both AC and PCC pavements.
- 1.1.6. Equipment must be capable of:
 - 1.1.6.1. Automatically and continuously measuring pavement cracking, texture, rutting and geometrics. Equipment used for rut measurements shall be capable of measuring both wheel track ruts simultaneously;

- 1.1.6.2. Providing a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes;
- 1.1.6.3. Collecting dual-wheel path roughness data to International Roughness Index standards;
- 1.1.6.4. Linear distance measuring to within +/-0.5%
- 1.1.6.5. Operating on roadways with grades of +/- 10%. There must also be a contingency plan for data collection on isolated areas where the 10% grade is exceeded.
- 1.1.7. Traffic control for all field activities shall be provided by the Contractor and shall be included in the price of the bid items.

8. Quality Control Procedure

- 1.1.8. The Contractor will be responsible for providing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible. The QC plan will be reviewed by StreetSaver prior to start of data collection. The QC plan must include;
 - 1.1.8.1. Periodic re-inspection of "control" sections by all rating teams.
 - 1.1.8.2. Re-rating of at least five (5) percent of the sections previously rated within one month of completing inspections; these re-ratings must be "blind", e.g., the rating team cannot have access to the data from the prior rating. The same or a different team may do the re-ratings.
 - 1.1.8.3. Re-rating of at least five (5) percent of the rated sections by a supervisor.
 - 1.1.8.4. Checks of collected data against prior rating data and checks of calculated PCI values against PCI values based on prior rating data projected to the rating date for the same section if no treatments have been applied since the prior rating. All of those segments with differences greater than plus or minus 15 PCI point differences must be checked by a supervisor or other person approved by the County.
 - 1.1.8.5. The QC plan must define what results will be considered acceptable and describe the corrective actions that will be taken if the results of the data checks are not acceptable.
- 1.1.9. The contractor shall submit to the County a QC report every two weeks documenting the results of the quality control plan checks and any corrective actions taken.
- 1.1.10. At the conclusion of the rating work, the contractor must submit a Quality Management Report to the County that summarizes all QC activities and checks during the contract period along with any unresolved issues and recommendations for improvements.

9. Final Deliverables:

- 1.1.11. Upon completion of tasks in section 1.1.1., the Contractor will provide a draft summary spreadsheet detailing their findings and conclusions and a draft PCI dataset comparing the PCI per the collected data and the PCI per the StreetSaver current PCI calculation.
- 1.1.12. After review by the County, the Contractor will make all necessary changes and submit an electronic copy of their findings in a format mutually agreed upon, and a list of all management sections in the Metropolitan Transportation Commission (MTC) StreetSaver upload format
- 1.1.13. All data collected by the Contractor shall be provided to the County in native, electronic format (PDF, Excel, Word, KML, geodatabase, etc.).

H2O Partners, Inc.**All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

H2O Partners Labor Category	Hourly Rates
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00

Technical Support Specialist	\$110.00
Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management Labor Category	Hourly Rates
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00

Visual Observer for Remote UAV	\$160.00
Roadway Asset Services (RAS) Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00
Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00

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Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00
Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00