ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

STATEMENT OF QUALIFICATIONS PACKAGE
FOR CONTRACT NO. 08-16

Design of US 93 SB Wagon Bow Ranch
(Kingman to Wickenburg Highway)

MULTIPLE SELECTION

NOVEMBER 2007

STATEMENT OF QUALIFICATIONS PACKAGE
FOR

CONTRACT NO. 08-16
DESIGN OF US 93 SB WAGON BOW RANCH
(Kingman to Wickenburg Highway)

TRACS #: H7439 01D

MULITPLE SELECTION

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SECTION I

PUBLIC ADVERTISEMENT

FOR PUBLICATION November 30, 2007 and December 7, 2007
IN THE TRIBUNE NEWSPAPERS.
(Mesa Tribune, Chandler Arizonan & Tempe Daily News)

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

PUBLIC NOTICE FOR CONSULTANTS INTERESTED IN
THE DESIGN OF
US 93, SB WAGON BOW RANCH

MULTIPLE SELECTION

ECS CONTRACT NO. 08-16
TRACS NO. H7439 01D

Statements Due: December 19, 2007

The **ARIZONA DEPARTMENT OF TRANSPORTATION** is accepting Statements of Qualifications from firms to provide professional engineering services for the design of US 93, SB Wagon Bow Ranch, on the Wickenburg to Kingman Highway (US 93).

Statements of Qualifications will be received until **4:00 p.m**. Arizona Time on the above referenced date at ADOT Engineering Consultants Section, 205 South 17th Avenue, Room 229, Mail Drop 616E, Phoenix, Arizona 85007. **No Statements will be accepted after the time specified**.

For further information contact ADOT Engineering Consultant Section, (602) 712-7525, or www.azdot.gov/Highways/ECS/. Statement of Qualification packages for Contract 08-16 are available for pickup at the ADOT Engineering Building, 205 South 17th Avenue, Room 229, Phoenix, Arizona 85007.

SECTION II

INFORMATION COPY TO CONSULTANTS

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

INFORMATION COPY TO CONSULTANTS

REQUEST FOR STATEMENTS OF QUALIFICATION FOR
CONSULTANTS INTERESTED IN THE DESIGN OF
US 93, SB Wagon Bow Ranch
IN MOHAVE COUNTY

MULTIPLE SELECTION

ECS CONTRACT NO. 08-16

TRACS NO. H7439 01D

Statements Due: December 19, 2007

Statements of Qualifications expressing interest in the project will be received until 4:00 P.M. (Arizona Time) on the date shown above, at the office of Engineering Consultants Section, 205 South 17th Avenue, Room 229, Mail Drop 616E, Phoenix, Arizona 85007. NO Statements will be accepted after the time specified.

Statements will be accepted from any firm or corporation who is properly registered with the Arizona Board of Technical Registration and who has a principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.

The selected consultant will provide professional engineering services for design of US 93, SB Wagon Bow Ranch (MP 108.9 to MP 113), Kingman to Wickenburg Highway.

The consultant may be required to perform services including, but not limited to the design, development and preparation of construction plans, specifications, estimates, and any other necessary, associated documents.

The selected consultant will be required to attend a Pre-negotiation Partnering Workshop, time and location to be determined. The selected consultant will bear the cost of their time.

Effective the date of the public advertisement of this contract, no further contact is allowed with any ADOT personnel concerning this project except for questions of an administrative or contractual nature that must be submitted in writing and directed to the attention of Linda Delamore at the address below. This restriction is in effect until selection has been announced.

Linda K Delamore, Contract Specialist
Engineering Consultants Section (ECS)
205 S. 17th Avenue, Room 229, Mail Drop 616E
Phoenix, AZ 85007
Phone 602-712-4895
FAX 602-712-7424

Questions will be received until **4:00 PM** on December 13, 2007. A fax is also acceptable. **No further questions will be accepted after the time specified.**

Consultants will be notified of the request for information and the Department's response to the question. Information will be posted on the ECS Website as well as faxed to those firms that have registered for project updates.

Any violation of the above contact restrictions may be grounds for rejection of the consultants SOQ.

The Engineering Consultants Section Statement of Qualifications format for Contract No. 08-16, shall be followed when expressing interest in this project. The Statement of Qualifications package, or information regarding same, may be obtained from the address shown above, telephone (602) 712-7525. **Statements of Qualifications not following the correct format will be rejected**.

In order to qualify for selection, a firm must have on file with the Department a current "Prequalification Statement" or submit same with the Statement of Qualifications. Prequalification Statement forms may be obtained from the address shown above, telephone (602) 712-7525.

The Department will select three (3) firms from among those submitting Statements of Qualification for further consideration. Previous experience in roadway design will be a factor in the selection.

Contract 08-16, Design of US 93, SB Wagon Bow Ranch (MP 108.9 to MP 113)**
Contract 08-17, Design of US 93, SB Deluge Wash (MP 113 to MP 116.3)
Contract 08-18, Design of US 93, SB Ranch Road (MP 104.1 to MP 106)

**Statement of Qualifications shall be solely on the scope of work for US 93, SB Wagon Bow Ranch Project. Selected firms will be allowed to choose their preferred contract based on rank order.

The selected consultant and their subconsultants will be required to submit the Consultant Audit Questionnaire and comply with the Advance Agreement Checklist as detailed in SECTION IX of the SOQ Package.

All material submitted in accordance with this solicitation becomes the property of the State of Arizona.

Lobbying certification/disclosure certification statement will be required in the introductory letter from those submitting Statements of Qualifications.

The right is reserved by the Department to reject any and all Statements of Qualification.

Professional Liability Insurance will be required.

The Boiler Plates for all Engineering Consultant Section Contracts are not negotiable.

Partnerships (joint-ventures) will not be considered.

Reviewing the successful Proposal(s) would be allowed but copying is not permitted.

Inclusion of work hour and/or plan sheet estimates in the SOQ will not be allowed.

SECTION III

STATEMENT OF QUALIFICATIONS
FORMAT INSTRUCTIONS

ENGINEERING CONSULTANTS SECTION
STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS
CONTRACT NO. 08-16

Provided for your use is the format for submission of a **STATEMENT OF QUALIFICATION**.

1. **(6) COPIES OF THE STATEMENT OF QUALIFICATION ARE REQUIRED BY ADOT**.

2. **There is a TOTAL PAGE LIMIT of 12 pages. The proposal may include clear report covers, covers, dividers, table of contents, tables, figures, maps, etc., but these must fit within the 12 page limit. A page shall be 8 1/2 X 11 inches, blank, or printed on one side only. Fold out pages are not allowable.**

3. **The SOQ proposal must follow the format outlined below:**

	FORMAT CONTENT	MAXIMUM POINTS	TOTAL NUMBER OF PAGES
	FRONT COVER **(Optional, but if included will count as a page)**		
PART A	INTRODUCTORY LETTER		
PART B	EVALUATION CRITERIA **May include information to support Criteria.**		
	1. Project Understanding & Approach	40	
	2. Project Team	35	
	3. Firms Capability	20	
	4. Location of Work	5	
PART C	CONSULTANT FIRM INFORMATION PAGE		
	BACK COVER **(Optional, but if included will count as a page)**		
		TOTAL POINTS	**TOTAL PAGES**
	TOTAL POINTS	100	12

4. **Any amendments issued on the SOQ and included in the SOQ, as required, will NOT be counted as pages.**

5. **Submissions failing to follow all instructions outlined above will be rejected and the Consultant notified in writing of the reason(s) for rejection.**

ENGINEERING CONSULTANTS SECTION
Statement of Qualifications
Format and Evaluation Criteria
for Contract No. 08-16

The following describes more specifically, the content of each part.

PART A, INTRODUCTORY LETTER

The introductory letter should be addressed to:

Arizona Department of Transportation
Engineering Consultant Section
205 South 17th Avenue
Room 229, Mail Drop 616E
Phoenix, Arizona 85007

The introductory letter should contain the following items:

- An expression of the firm's interest in being selected for the project.
- A statement that the firm is pre-qualified with ADOT, or that the necessary pre-qualification information is being submitted with the proposal.
- A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet ADOT's quality and schedule expectations.
- Provide name and Professional Engineers registration number of the principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.
- A summary of key points regarding the firm's qualifications.
- A statement that the Consultant certifies, by signing and submitting this proposal to the best of his or her knowledge and belief, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned for the purpose of lobbying (Refer to Section V).

PART B, EVALUATION CRITERIA

The information that should be included in the discussion of qualifications is outlined here.

1. Project Understanding and Approach

   a. Discuss generally the tasks involved in this project. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely your understanding of the technical and institutional elements with which the consultant must deal.

   b. Outline your proposed approach for dealing with the tasks and issues of this project. Provide a tentative schedule indicating the duration and functional relationship of major tasks and key events. A graphical depiction may be included with the evaluation criteria.

   c. Explain how your firm will use Partnering in this project. (Relates to Construction Administration only.)

2. Project Team

Identify your proposed project team and its collective qualifications for this particular project. In particular, discuss the following:

a. Project Principal. Identify the person who (1) will be responsible for ensuring that adequate personnel and other resources are made available for this project; (2) will handle contractual matters, and; (3) will be ultimately responsible for the quality and timeliness of the consultant's performance. State that person's position and authority within the firm. Discuss previous similar projects for which this person has performed a similar function.

b. Project Manager. State who will actively manage this project. Identify any projects that person will be involved with concurrently and time committed to each project. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education and other components of qualifications applicable to this project.

c. Project Engineer(s) and/or Other Key Personnel. Identify other members of the project team including subconsultants that provide special expertise or will perform key tasks. Describe their anticipated roles. Discuss their relevant experience, registration, education and other elements of qualification applicable to this project.

d. Construction Cost Estimator. Specify who will be responsible for construction cost estimating and that persons relative experience on projects similar to the one being submitted on.

3. Firm Capability

a. Discuss recent relevant experience of the firm. Projects listed should be similar in nature to the current project and to the extent possible involve team members proposed for this project.

b. Discuss quantitatively how this project would impact the current and anticipated workload of the office, which will perform this work. If "staffing up" will be necessary, discuss which areas and how that would be accomplished.

c. Describe any special equipment, software or other resources your firm has which will enhance your ability to accomplish this project. If you propose to use CADD, describe the applicable training and experience of your staff and identify any previous projects for which you have used CADD.

d. Describe your internal procedures for developing, monitoring and maintaining project schedules and budgets.

e. Describe your internal quality control procedures.

f. Describe any notable expertise, increase in capacity or other special capabilities of your subconsultants that are critical to your proposal.

g. Describe how your quality program would enhance the development of this project.

h. Describe your internal procedures for providing partnering education and development. (If applicable)

4. Location of Work

Describe where the key elements of this work will be performed by the Prime Consultant and the Subconsultants. ECS will award points based on the following criteria:

Less than 50% of all work done in state	0 points
At least 50% but less than 95% of all work done in state	1 point
At least 95% of all work done in state	3 points
100% of all work by the Prime and Subconsultants must be performed in State. Prime must be project convenient (within 35 miles of principal job site).	5 points

PART C, CONSULTANT FIRM INFORMATION SHEET

Complete the form provided or a facsimile thereof and include as a part of your submittal.

ENGINEERING CONSULTANTS SECTION
Proposal Evaluation Form

Questions, which the review panel will generally be seeking to answer in their evaluation, are listed here. The maximum points available for each category are indicated, though the relative weighting of items within each category is up to the discretion of the individual reviewers.

1. PROJECT UNDERSTANDING AND APPROACH (Maximum 40 points)

- Does the consultant understand the nature and scope of the project and the major tasks and issues that will need to be addressed?
- Has the consultant correctly identified any special problems that are likely to be encountered?
- Does the consultant appreciate the interrelation and relative importance of the various project issues?
- Has the consultant's understanding of the project been expressed clearly and concisely?
- Has the consultant proposed logical approaches for dealing with the project tasks and issues?
- Does the schedule incorporate all the major tasks and events? Does it reflect the interrelationship of important project elements and events? Is the proposed timing realistic?
- Does the consultant understand its responsibilities for the project?

2. PROJECT TEAM (Maximum 35 points)

- What is the level of ability and experience of the proposed project manager? What is the person's record of accomplishing similar projects in the past in terms of (1) quality of work?
  (2) Meeting schedules, (3) responsiveness to special needs and concerns of the client? Is this individual familiar with specific ADOT standards and procedures?
- Does the person identified as ultimately responsible for the consultant's performance have the authority necessary to commit firm resources, and to act on behalf of the consultant regarding contractual matters and disputes? What is this person's experience and record of performance on past projects of similar type and magnitude? Has this individual been responsive to ADOT and/or other clients in the past?
- Do other key members of the project team (including subconsultants) provide the range and level of expertise necessary to deal with the scope of this project? Are these individuals familiar with specific ADOT standards and procedures? Have they worked together as a team before?
- Specify who will be responsible for construction cost estimating and that persons relative experience on projects similar to the one being submitted on.

3. FIRM CAPABILITY (Maximum 20 points)

- What level of experience <u>relevant to this project</u> does the consultant have? Are the firm's employees with the relevant experience participating in this project? Is the consultant familiar with ADOT standards and procedures? Has the firm shown a particular commitment to this type of work?

3. FIRM CAPABILITY (continued)

- Has the consultant provided quantitative data indicating that qualified personnel will be available for this project? Does the consultant realistically have the ability to add qualified staff if needed for this project or other projects that happen to come on line before this project is completed?

- Will this project benefit from the use of CADD? If so, does the consultant have the type and amount of CADD equipment appropriate for this project? Is the consultant's staff suitably trained and experienced in the use of CADD? Has the consultant successfully used CADD on past ADOT or similar projects?

- Does the firm have other special equipment or software that will be beneficial to this project? Are current staff members familiar with its use? Has it been used successfully before on ADOT or other similar projects?

- Is the consultant's approach for developing and maintaining the project budget and schedule sound? Has the consultant used these procedures successfully on ADOT or similar projects in the past? Are proposed measures to avoid or make up slippage on the schedule realistic?

- Is the consultant's quality control program suitable? Has it been used successfully by the consultant on ADOT or similar projects in the past?

- If one or more subconsultants are critical to the consultant's proposal, do these firms have the technical expertise, available personnel and record of performance appropriate for their anticipated roles?

F. CONTRACT NO. _____

STATEMENT OF QUALIFICATIONS/SELECTION PANEL COMMENT FORM

FIRM NAME_____ #_____ PANEL MEMBER_____ #_____

1. PROJECT UNDERSTANDING AND APPROACH

What did you like about the firm's understanding and approach?

_____
_____
_____

What did you dislike about the firm's understanding and approach?

_____
_____
_____

What did you think about the way the firm handled special problems and/or special situations?

_____
_____
_____

What did you think about the schedule?

_____
_____
_____

What parts of the understanding and approach did you think were well done?

_____
_____
_____

What suggestions would you make to the firm to improve this section for the next time?

_____
_____
_____

SCORE (40 Maximum) _____

CONTRACT NO. _____

PANEL COMMENT FORM - PAGE TWO

FIRM NAME_____ #_____ PANEL MEMBER_____ #_____

2. PROJECT TEAM

Team Strengths:

_____
_____
_____

Team Weaknesses:

_____
_____
_____

How are the team member's qualifications geared to this specific project?

_____
_____
_____

SCORE (35 Maximum) _____

3. FIRM'S CAPABILITIES

Firm's strong areas as related to this project:

_____
_____
_____

Firm's weak areas as related to this project:

_____
_____
_____

F. PANEL COMMENT FORM - Page Three **CONTRACT NO. _____**

FIRM NAME_____ #_____ PANEL MEMBER_____ #_____

3. FIRM'S CAPABILITIES, CONTINUED

How did the firm fit the subconsultant's qualifications/duties into overall picture?

_____
_____
_____

SCORE (20 Maximum) _____

(SCORES ARE TO BE ENTERED AND TOTALED ON SCORE SHEET)

==========

OTHER:

Any comments on the format and presentation of the SOQ?

_____
_____
_____

Any other comments or suggestions?

_____
_____
_____

SECTION IV

CONSULTANT FIRM INFORMATION PAGE

PART C - CONSULTANT FIRM INFORMATION PAGE

CONTRACT NO.: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

CONSULTANT FIRM: _____

ADDRESS: _____

_____

_____

CITY, STATE ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

ADOT CERTIFIED DBE FIRM? _____

AFFIRMATIVE ACTION ON FILE WITH ADOT? _____

SUBCONSULTANT(S)	TYPE OF WORK	ADOT CERTIFIED DBE FIRM

NOTE: The Consultant Firm Information Page <u>must be a separate full page and is included in the total page count.</u> This page is not evaluated by the Selection Panel, but is used by Engineering Consultants Section for administrative purposes.

SECTION V

LOBBYING CERTIFICATION

Lobbying Certification

The Consultant certifies, by signing and submitting this proposal (see statement in "Introductory Letter"), to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

(2) If any funds other than 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 Federal 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. Copies of Form-LLL "Disclosure Form to Report Lobbying', are available at ADOT Engineering Consultants Section, 205 S. 17th Avenue, Mail Drop 616E, Room 229, Phoenix, AZ 85007.

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

The proposer also agrees, by submitting its proposal, that it shall require that the language of this certification be included in all subcontracts and lower tier subcontracts which exceed $100,0000 and that all such subcontracts and lower tier subcontractors shall certify and disclose accordingly.

The Department will keep the Consultants certification on file as part of their original proposals. The Consultant shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for 3 years following completion and acceptance of any given project.

Disclosure forms for the Prime Consultant and or their subcontractors and lower tier subcontractors shall be submitted to the Contract Manager at the date Statements of Qualifications are due, when said subcontracts exceed $100,000. During the performance of the contract the Consultant and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the Contract Manager to the Federal Highway Administration for further processing.

SECTION VI

ADOT EMPLOYEE POST EMPLOYEE EMPLOYMENT RESTRICTIONS

SUPPLEMENTAL SERVICES RESTRICTIONS

FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
ENGINEERING CONSULTANTS SECTION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007

THOMAS G. SCHMITT
State Engineer

March 7, 1996

Engineering Consultants Section

INFORMATION BULLETIN 96-04

TO: CONSULTANTS

FROM: ENGINEERING CONSULTANTS SECTION

SUBJECT: ADOT Employee Post Employment Restrictions

The purpose of this bulletin is to provide guidance to consultants in the employment of current or former ADOT employees to work on contracts administered by the Engineering Consultants Section. The following guidelines and policy are intended to avoid actual or perceived conflicts of interest. The reference to "current ADOT employee" applies to both full time employees and temporary employees.

1. A current ADOT employee cannot be employed by a consultant to work on active ADOT contracts.

2. A current ADOT employee cannot be included in a Statement Of Qualifications proposal for an ADOT consultant contract as an owner, an individual, or as a member of the consultants team. If an employee resigns to comply with this rule their last day of ADOT employment must be prior to the date that the proposals are due.

3. If a current or former ADOT employee is employed by a consultant which has an active ADOT contract for which the employee was a decision maker in the selection process or negotiated/approved billings or contract modifications, the employee is prohibited from working on these contracts (Policy and Implementation Memorandum 92-12).

Arizona Department of Transportation

Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano
Governor

Victor M. Mendez
Director

Debra Brisk
Deputy Director

August 18, 2004

REVISED
INFORMATION BULLETIN NO. 04-05

TO. ADOT Project Managers/Monitors, Resident Engineers
And Consultant Engineering Firms

FROM. Engineering Consultants Section

SUBJECT: CONFLICT OF INTEREST
SUPPLEMENTAL SERVICES RESTRICTIONS

The purpose of this bulletin is to provide guidance to firms supplying supplemental service employees to ADOT under contracts administered by the Engineering Consultants Section (ECS).

The following restrictions are intended to avoid actual or perceived conflicts of interest. The reference to "ADOT contract employee" applies to both full time and part time contract employees

1. A current ADOT contract employee cannot be included in a Statement of Qualifications proposal for an ADOT consultant contract as a member of the consultant's team. Exceptions would be:

    a. if the contract employee resigns to comply with this rule their last day of ADOT contract employment must be prior to the date that the proposals are due; or

    b. if the employee's contract is in it's third year and within 4 months of the contract completion date; or

    c. if the Department exercises it's option not to extend the existing contract.

2. If a current or former ADOT contract employee is employed by a consultant which has an active ADOT contract for which the contract employee was a decision maker (for example. involved in the final scope preparation, involved in the selection process or negotiated/approved billings or contract modifications), the employee is prohibited from working on these contracts.

As of this date, a copy of this information bulletin will be included in each ECS Statement of Qualifications package

If a waiver is requested from the above restrictions, a statement must be submitted to ECS describing the nature of their involvement prior to proposal submittal or work assignment. Resolution of potential conflicts of interest will be determined by ECS in conjunction with the applicable Deputy State Engineer

SECTION VII

PROJECT SUMMARY
REFERENCE MATERIAL AVAILABILITY

REFERENCE MATERIAL
FOR
CONTRACT NO. 08-16

Design of US 93 Wagon Bow Ranch
(Kingman to Wickenburg Highway)

The following documents regarding this project will be available at the following location for the Consultant to review:

Ftp://ftp.azdot.gov
Username: ECS
Password: Ecs_01

1. US 93 Wikieup to I-40 Draft Environmental Assessment (EA)
2. US 93 Wikieup to I-40 Final Environmental Assessment (EA)
   Project No. STP-035-1( )
   TRACS No 93 MO 91 H4423 01D
3. US 93 Wikieup to I-40 Initial Drainage Report
   US 93 MP 91.5 to MP 127.0
   ADOT Contract No. 97-24
   TRACS No 93 MO 91 H4423 01L
4. US 93 Wikieup to I-40 Design Concept Report (DCR)
5. US 93 Wikieup to I-40 Location/Design Concept Report
   Right-of-Way & Access Control Addendum (DCR)
   Orig TRACS No 093 MO 91 H4423 01L
   TRACS No. 093 MO 91 H4423 02L

Should the Consultant desire to obtain copies of these documents, the cost of reproduction shall be borne by the Consultant.

SECTION VIII

SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
STATEWIDE PROJECT MANAGEMENT GROUP

SCOPE OF WORK

093 MO 108 H743 01D
NH-093-B(xxx)
Kingman to Wickenburg Highway
US 93, SB Wagon Bow Ranch

October 31, 2007

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SECTION 100 - GENERAL INFORMATION

NOTE: This scope of work is presented in two parts. The Project Scope of Work is contained in this section. It includes information specific to this project.

The section Dictionary of Standardized Work Tasks is presented as a section within the scope of work. It includes information that is common to consultant design contracts. The description of work tasks is presented in Dictionary of Standardized Work Tasks. Not all the work tasks described are necessary on every project.

110 Location

The Project 093 MO 108 H7439 01D, US 93, SB Wagon Bow Ranch section of the Kingman - Wickenburg Highway, is located on US 93 approximately 12 miles north of Wikieup, in Mohave County. The project limits extend from approximately MP 108.9 to 113.0.

The project consists of the design of two (2) new lanes in the southbound direction on US 93. The project ties into an adjacent project being designed concurrently to the south, US 93, SB Deluge Wash, and ties into the existing US 93 alignment to the north just prior to the structures over Cane Springs Wash.

Location and vicinity maps are attached in Appendix A.

120 Description

The Kingman to Wickenburg Highway (US 93) is generally classified as a principal rural arterial highway on the National Highway System, and has been designated as a North American Free Trade Agreement (NAFTA) and CANAMEX corridor. It serves as a major commercial corridor between Phoenix, northwestern Arizona and Las Vegas, Nevada, carrying a high percentage of trucks and RVs. US 93 also provides access to the Lake Mead National Recreation Area (LMNRA) and recreation points along the Colorado River.

The Location / Design Concept Report (L/DCR), dated July 2001, Draft Environmental Assessment (DEA) dated June 2000, and Final Environmental Assessment and Section 4(f) Evaluation (EA), dated April 4, 2001, shall be used as the basis for design.

The work on this project includes the following:

A. The Design Firm shall design and prepare construction plans, technical specifications, quantity computations, and related construction documents. **All of the above shall be in English units.**

B. The Project involves the design of proposed improvements which will widen the existing two (2) lane highway to a new four (4) lane divided highway configuration. The new design shall be consistent with the selected alternative in the Final Design Concept Report (DCR), dated July 2001. The design shall consider staging, traffic control, temporary transitions, and contractor's use/nursery areas where possible, drainage features, and

reconnection of local access. The Project includes a new bridge structure over an unnamed wash (MP 112.6), and serves as both drainage and a wildlife crossing.

C. The design shall include and incorporate all relevant environmental mitigation measures identified in the Final Design Concept Report (DCR), dated July 2001, Draft Environmental Assessment (DEA) dated June 2000, and Final Environmental Assessment and Section 4(f) Evaluation (EA), dated April 2001. Work that is of landscape architectural in nature may require professional expertise for the agronomic and architectural components of the projects as needed.

D. The Team for the design effort shall include at a minimum the Federal Highway Administration (FHWA), ADOT Kingman Construction District, ADOT technical disciplines, representatives from the U.S. Bureau of Land Management (BLM) and other relevant Federal, State, County, Municipal and Local agencies and/or interested stakeholders as necessary.

E. Provide post design services as necessary for successful construction of the project.

130 Purpose

The purpose of this project is to improve the capacity, public safety and operational characteristics of this segment of US 93. This project shall remain sensitive to environmental concerns and mitigation measures required for major construction in a Rural Area.

140 Construction Cost

The US 93, SB Wagon Bow Ranch project has been targeted by management for acceleration and is intended for FY 2009 in the ADOT Five-Year Construction Program at an estimated cost of $13,000,000.

150 Organization

The Arizona Department of Transportation (ADOT) retains design consultants to perform a variety of engineering services.

160 Length of Services

The length of service is estimated to be 450 calendar days. This begins with the notice to proceed, and includes all reviews by the team and stakeholders through the award of the construction contract. Post design services shall be initiated by a contract modification.

170 Schedule

The Consultant shall develop a plan for the design and pre-construction activities necessary for delivering the project in a timely manner consistent with advertising the construction project in FY 2009 and the length of service described in Section 160. The plan shall include a list of activities and milestones, estimated durations, resources, as well as, a CPM schedule and other information as appropriate.

171 Project Schedule

The Consultant shall provide a CPM schedule compatible to ADOT's Primavera scheduling system. It shall include the 20 milestones/flags requested by ADOT and any other relevant information required/requested by the Project Team and/or ADOT's Project Manager. An initial schedule shall be submitted within four (4) weeks of the notice to proceed. The schedule submitted shall be customized to reflect the exact needs of the project. Work elements for which ADOT has responsibility shall be included in the schedule.

172 Project Schedule Updates

The Consultant shall status activities in the project schedule in accordance with the schedule submitted to ADOT. Changes to the schedule logic shall be submitted to the ADOT PPMS and the Project Manager for approval. If the milestones show negative float, the consultant shall include a narrative of corrective solutions to put the design schedule back on time for the targeted delivery.

Updates shall be submitted electronically to the designated ADOT Scheduler.

173 Monthly Progress Meetings

The Consultant shall coordinate, host, and attend regularly scheduled monthly Progress Meetings. Periodic Progress Meetings may be held closer to the construction site for the convenience of team members not centrally located. The entire Project Team shall be invited to meetings via phone, FAX, and/or e-mail. The consultant shall record "minutes" of the Progress Meeting. The "minutes" shall be distributed electronically to the Team, via FAX and/or e-mail, within 10 calendar days of the meeting. The minutes shall include a section that summarizes any agreements and/or decisions made during the meeting, and required/desired action items.

180 Responsibility Chart

Appendix B is a chart indicating the division of responsibilities between the Consultant, ADOT and other stakeholders. This chart is intended as a "checklist", in the event of a conflict the written Scope of Work shall take precedence.

190 Environmental Documents

The Draft Environmental Assessment, dated June 2000, and the Final Environmental Assessment and Section 4(f) Evaluation (EA), dated April 4, 2001 shall be used as a reference. Relevant Mitigation Measures listed in the EA shall be incorporated into the project design.

SECTION 200 - DESIGN REFERENCES

Design references developed and published by ADOT and other agencies and adopted by ADOT for use in the design of this project are listed in the ADOT Project Development Process Manual, ADOT/USFS Guidelines for Highways on National Forest Lands, ADOT Landscape Design Guidelines, ADOT Erosion and Pollution Control Manual for Highway Design and Construction, and the ADOT Roadway Design Guidelines. The Consultant is advised that while possession of all of these documents is not necessary to successfully complete the project, the Consultant is responsible for designing in accordance with the applicable documents and current revisions and supplements thereto. The following documents were produced for this project and will be available to the selected design Consultant.

210 Miscellaneous Reports and Studies for this Project

A. Final Location/Design Concept Report – July, 2001

B. Draft Environmental Assessment – June 2000

C. Environmental Assessment and Section 4(f) Evaluation – April 4, 2001

D. Initial Drainage Report – September 16, 1999

220 AASHTO Publications

ADOT references and publications shall control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. The ADOT Project Manager will provide guidance and direction.

SECTION 300 - DESIGN CRITERIA

Design of the US 93, SB Wagon Bow Ranch project will be guided by the Final Location / Design Concept Report (L/DCR), dated July 2001, Draft Environmental Assessment (DEA) dated June 2000, Environmental Assessment and Section 4(f) Evaluation (EA), dated April 2001, and the basic design criteria listed below. These design criteria will serve as the basis for referencing the project design standards and guidelines referenced in Section 200.

301 Supplemental Design Criteria

The design criteria listed in this section and the Project Design Guidelines may be supplemented by Project Design Memorandums provided by ADOT during the course of the project.

310 General

Design Year -	2030
Design Speed -	70 mph min., 75 mph desired
Pavement Design Life -	20 years

320 Geometry

In accordance with Roadway Design Guidelines, the following are specific criteria to be used.

Slope Guidelines:	Std. C-02 Series
Maximum Gradient:	4% (65mph, rolling terrain), 5% (55mph, rolling terrain)
Minimum Vertical Clearance:	16'-6"
Maximum superelevation:	0.10 ft./ft.

Widths

· Number of Traffic Lanes:		2 NB and 2 SB
· Traffic Lane -		12 ft.
· Shoulder -	new roadway:	10 ft outside shoulder, 4 ft inside shoulders
	existing roadway:	12 ft outside shoulder, 4 ft inside shoulder
· Median -		108' typical, widens to 200' at north tie in location
· Intersecting/Side Roadway Widths -		match existing, permit or per Team recommendation

- Driveway and Turnout Layout - Std C-06 Series

Drainage

Design Frequency:

- Pavement - ADOT Roadway Design Guideline, Section 603
- Cross Culverts - 50 years
- Bridges - ADOT Roadway Design Guideline, Section 610
- Medians - ADOT Roadway Design Guideline, Section 603
- Storm Drain - ADOT Roadway Design Guideline, Section 603
- Channels - 50 years
- Curb and Gutter Type - Std. C-05 Series
- Maximum Velocity - Evaluate erodibility of native soil
- Minimum Velocity - Evaluate deposition of soil
- Allowable Headwater - To within three inches below lowest elevation of pavement
- FEMA Considerations - Evaluate per ADOT Roadway Design Guidelines, Section 602
- Erosion Control - To be determined per HEC-14 and HEC-15
- Pavement Drainage - Evaluate per HEC-12

Traffic

- Signing Permanent - Permanent guide signing shall conform to requirements for conventional highways. Permanent route marker, warning, and regulatory signing shall conform to requirements for rural freeways.
- Signing Temporary - Traffic Control during Construction

Other Features

- Guardrail/Barrier Type - Std. C-10 Series (weathering guardrail with wood posts)
- Fencing Type - Std. C-12 Series
- Cattle Guards - Std. C-11 Series

- Cattle/Game Crossings - per final L/DCR
- Retaining Walls - Std. B-18 Series or alternate proprietary retaining wall systems (if appropriate)

SECTION 400 - DESIGN WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the design work and preparation of construction documents outlined in this section in accordance with the standard design tasks listed in the Dictionary of Standardized Work Tasks. The Consultant shall perform all work in accordance with the most current policies and procedures, unless otherwise directed.

401 Design Features

The Consultant shall be responsible for the design development and construction document preparation for converting approximately 4 miles of two (2) lane roadway into a four (4) lane divided roadway on US 93 as specified in Sections 110 and 120.

The design will be developed on the basis of the Final Location/Design Concept Report (L/DCR), dated July 2001, Draft Environmental Assessment (DEA) dated June 2000, and Final Environmental Assessment and 4(f) Evaluation (EA), dated April 2001 both provided by ADOT and the associated technical reports referenced in Section 200.

The Consultant shall coordinate closely with the ADOT Project Manager and other members of the Project Team; this shall include coordination with other US 93 projects in development and/or construction.

402 Partnering Seminar

The Consultant and subconsultants shall participate in a one-day Design Partnering Seminar. Participants shall include Project Team Members, relevant ADOT sections/groups, Mohave County, FHWA, AGFD, BLM and any other interested stakeholders and/or parties.

405 AASHTO Design Criteria Report

AASHTO design criteria were reviewed in the L/DCR stage. The basis of design does not require any design exceptions.

410 Surveys and Mapping

A. Photogrammetric Survey

ADOT Photogrammetry and Mapping has completed the preliminary mapping for this segment of the corridor, all information is developed in English units.

The Consultant shall review photogrammetric survey data and mapping provided by ADOT. The Consultant shall perform any additional field surveys necessary.

If additional photogrammetric survey services are necessary for this project, the following shall apply. From the photogrammetric survey, the Consultant shall provide contact prints, DTM, planimetric file, and orthophotos. Upon completion, the Consultant shall also provide the film from the aerial photography and the aerial triangulation results.

A.1 Map Limits

The Consultant shall map 500' left and right of the proposed roadway centerlines. For all major watersheds which cross the highway, the Consultant shall also map a sufficient distance upstream and downstream to accurately model the hydraulics of the proposed structure.

A.2 Survey

The Consultant shall determine and place the panels/targets at the determined locations. There shall be a sufficient number of targets placed to adequately control the photography in the aerial triangulation process.

The Consultant shall bring in any necessary control for the surveying project.

The survey of the targets and control points for photo control shall meet the requirements for 2nd order horizontal and vertical surveys.

The Consultant shall survey all drainage structures and features in the project area. At the inlet and outlet of each pipe, the Consultant shall collect elevation data at the top of pipe, bottom of pipe, and flow line.

A.3 Aerial Photography

A.3.1 The Maximum photo scale for this project shall be 1"=300'.

A.3.2 The aerial photography shall be taken with a six (6) inch nominal focal length precision cartographic camera equal to or better than a Wild RC20/30 or Zeiss RMK-A 15/23. The camera shall have been calibrated within the three (3) years prior to the date of the photography. The camera to be used shall be equipped with eight (8) fiducial marks, forward motion compensation; and is capable of taking a 9"x9" standard format film.

A.3.3 Photography shall be undertaken at the time of the day consistent with the terrain, physical conditions, and use of the photography. Photography shall be undertaken only when well-defined images can be obtained. Photography shall not be attempted when the ground is obscured by haze, smoke, or dust, or when clouds or cloud shadows will appear on more than five (5) percent of the area of any one photograph. Photography shall not contain the "sun spot" or "halo" effect caused by an excessively high sun angle. Shadows detrimental to the photographic composition, caused by topographic relief and sun angle, shall be avoided when photography is taken during the time of year when such conditions exist. Sun angle shall not be less than thirty (30) degrees above the horizon, minimum visibility is 10 miles.

A.3.4 A set of aerial photographs shall be submitted to the ADOT Project Manager.

A.4 Stereo Compilation

A.4.1 MAP SCALE: The maps shall be compiled 1"=50' scale and a 2' contour interval.

A.4.2 PLANIMETRICS: All planimetric features which are visible or identifiable on, or are interpretable from, the aerial photography shall be shown. Particular attention shall be given to include utility and drainage features, fences, walls, foundations, buildings, and other indications of property lines or lines of occupation. The map shall show all roads, railroads, bridges, canals, streams, dams, fence lines, wells, utility poles, and billboards, which are visible on the aerial photographs. The shall also show boundaries of timber and brush areas, slide and slip out areas, orchards, vineyards, and any other improvements or distinguishing features which are visible on the aerial photographs. The completed maps shall show all horizontal/vertical control monumentation, bench marks, section corners, and right-of-way (R/W) monumentation recovered during the survey and/or survey provided by ADOT Right of Way.

A.4.3 DTM: Digital Terrain Models (DTM) incorporate the elevation of meaningful topographic features characteristic of the terrain as three-dimensional (3D) breaklines and grid points, or regular points, to represent the configuration of the terrain. The topographic survey shall contain sufficient breaklines and regular points to adequately define the topography of the surveyed area. The DTM shall be sufficiently accurate to insure accurate drainage calculations and cut/fill calculations.

A.4.4 CADD FILE FORMAT: All mapping shall be done in conformance with the ADOT manual "CADD Standards". Al map files shall be created from the stereo plotter and/or edited using MicroStation software. The Consultant shall compile and submit full electronic copies in MicroStation DGN format. MicroStation files provided by the Consultant shall be delivered on CD's. Graphic files shall be free of corrupted elements and the files' internal structure shall fully conform to Intergraph Standard File Format (ISFF).

A.5 Orthophotos

The Consultant shall produce orthophotos to the same accuracy as the DTM.

B. Centerline Alignment

ADOT has developed a right of way plan (R/W) based on the L/DCR. The Consultant shall verify and use the existing R/W centerline alignment and existing R/W lines as provided by ADOT R/W survey completed for project U093-B-804. The Consultant shall provide a centerline alignment file. The Consultant shall be responsible for delineating any new R/W (e.g., easements).

The Consultant shall be responsible for flagging the project centerline and/or R/W for review by the Project Team and use by the Geotechnical personnel in their boring plans. This work shall be completed before Project Team personnel are scheduled to conduct a Field Review of the project. All R/W staking shall be based upon ADOT R/W plans.

C. Additional Requirements

The Consultant shall provide complete field surveys and electronic field survey data which meet the technical requirements of the State Board of Technical Registration.

All surveys shall be on the State Plane Coordinate System.

The Consultant shall provide survey results in English units.

An ADOT District permit shall be required before fieldwork begins within ADOT R/W.

A temporary traffic control plan may also be required depending on survey requirements and traffic conditions.

Preparation of surveys shall conform to applicable documents referenced in Section 200 including, but not limited to, procedures, record-keeping requirements, equipment use, and safety precautions.

The Consultant shall assure that all BLM, Indian Reservation, State, county, local, municipal, and other permits and necessary Rights of Entry are obtained prior to commencing any field activities. ADOT R/W will be available to aid in obtaining such permissions where necessary.

Completed surveys and maps shall be recorded in an acceptable format. Upon approval, the books, maps, CADD files, and other diskettes shall be submitted to the ADOT Project Manager for archiving.

416 Geotechnical Investigation

The consultants shall prepare a geotechnical investigation work plan and/or boring plan including any necessary access roads for the geotechnical work necessary for the new alignment and/or structures. This work plan shall be submitted for review and approval by ADOT for environmental clearance and permit(s). The Consultant shall plan the work to minimize the impact to the environment.

The Consultant shall prepare a Geotechnical Technical Memorandum which summarizes the results of all the data and presents recommendations for earthwork factors (shrink and swell), cut and fill slope ratios and stability, geologic unit locations (rock blasting, etc.), suitability for embankment and/or aggregate, structural foundation recommendations and suitability for landscaping (agronometric analysis).

417 Earthwork

Borrow and waste sites within the project limits are not readily available; therefore, the Consultant shall attempt to achieve a rough earthwork balance for the Project consistent with the L/DCR, Visual Analysis and other Environmental and Mitigation considerations unless otherwise directed. Environmental considerations are of primary concern; any balancing to be provided by changes in geometrics must be approved by ADOT. Environmental concerns, as well as, limited right-of-way may preclude the use of some alternatives to achieve an earthwork balance. The Consultant shall make use of slope rounding and warping techniques to minimize the visual impact of the highway cuts. Median mounds or "shark fins" will not be accepted. Any rock cut slopes shall be designed to be as rough and natural looking as possible.

419 Pavement Design

Pavement design will be provided by ADOT Pavement Design Section.

420 Environmental Studies

A Draft Environmental Assessment (DEA), dated June 2000, and Final Environmental Assessment (EA) and 4(f) Evaluation, dated April 2001 has been prepared for this project. The Consultant shall use both the approved Design Concept Report (L/DCR), dated July 2001 and the current EA as the bases for design.

All design activities involving ground disturbance (e.g., geotechnical investigation) will require Cultural and Biological clearance prior to these types of activities being performed for this project.

The consultant shall be responsible for incorporating any relevant mitigation measures, listed in the draft and final EA, into the design of the project. The Consultant should refer to the final L/DCR for further information. **The DEA, final EA and the final L/DCR will be available for copying after Nov. 15, 2007, at Ace Reprographics, Telephone (602) 258 - 1508.** All design activities required to reach the Stage II (30 %) submittal may proceed concurrent with the any environmental studies to be performed by this contract. Activities (i.e., geotechnical investigations, archaeological recovery, etc.) that require soil or vegetation disturbance may not begin until the appropriate environmental clearances (i.e., cultural resources, hazardous materials, and/or biological evaluations) are issued. ADOT Environmental Planning Group (EPG), in cooperation with the affected federal, state or local agency, will issue the required clearance.

422 Noise Analysis Technical Report

A study of the present and future noise environment adjacent to the project was conducted during preparation of the EA. No abatement is required to mitigate noise impacts. Upon completion of final design, the consultant shall review any changes in vertical or horizontal alignment to assure predicted noise levels are not increased, that noise levels do not approach or exceed Noise Abatement Criteria (NAC), and that appropriate noise abatement criteria are implemented.

424 Archeological Testing and Recovery

A Programmatic Agreement (PA) has been executed for this project. Where archaeological testing and recovery is determined to be necessary, the Consultant shall coordinate with EPG and provide required technical information on the project to ADOT.

425 Public Information Meetings and Public Hearings

No public information meetings are planned.

429 Hazardous Materials Survey

During the development of final plans, ADOT's Environmental Planning Group (EPG) will review the plans for undetermined impacts and potential to encounter hazardous materials.

430 Utilities and Railroad

The Consultant shall communicate and coordinate with utility companies, obtain as-built information, indicate existing utilities and planned relocations on construction plans, determine and resolve utility conflicts, and prepare utility special provisions and clearance. Any relevant utility information shall be shown on the plans prior to submittal to utility companies for review. The Consultant shall coordinate and hold utility coordination meeting(s) as necessary.

The Consultant and the Utility, in conjunction with the Project Team and stakeholders, shall determine conflict mitigation measures which pose minimal impact to the Project and are cost effective. Final mitigation measures shall be approved by ADOT's Utility and Railroad Engineering Section (U&RR).

All "pot-holing" of utilities will be done by ADOT or ADOT's on-call Consultant. The Consultant shall provide the base mapping and plans in electronic and hard copy form for these activities.

A listing of the utility companies and known utility conflicts are included in the final DCR. The Consultant shall identify all existing utilities by the Stage II (30 %) plans. The Consultant shall identify all required utility relocations by the Stage III (60 %) plans.

Affected utilities include:

Mohave Electric	12kV power

440 Plans and Documents

The Consultant shall prepare plans and other documents for construction of the roadway improvements. All design work shall be performed in English units.

The consultant shall review and implement the revised Notes in Section 440 of the Dictionary of Standardized Work Tasks.

445 Bridge Design

The Consultant shall design and prepare construction plans for the bridge at Unnamed Wash (MP 112.63). The new bridge will carry two lanes of traffic in one direction and meet requirements for a wildlife crossing. All other drainage structures can be called out from standard elements. The existing box culvert at this location will be replaced with a bridge by a future project.

450 Drainage Design

The Consultant shall verify the hydrology report and perform the drainage design for all drainage pipes and culverts on the project. The size and location of drainage structures shall be included in the project plans. All design work shall be documented in a Final Drainage Report (hydraulic analysis) including drainage for pavements, medians, and culverts. 8 of the 9 drainages have an approved Jurisdictional Delineation (JD) by the U.S. Corps of Engineers (COE) (12/02/2003).

The Consultant shall make use of existing drainage information, to the extent possible, to eliminate rework.

The Consultant shall perform studies and design necessary features for protecting bridges, approaches, and embankment from storm runoff and wash flows. All designs and features shall be consistent with the selected alternative in the final Location/Design Concept Report (L/DCR). The Consultant shall determine erodability of drainage features, sizing and locating culverts to prevent/mitigate future erosion and/or sedimentation. Any existing culvert which is to be extended shall be inspected to ascertain its condition and resistance to corrosion and/or abrasion.

453 Section 404

The Consultant shall review Federal Emergency Management Agency (FEMA) maps for floodplains in the project vicinity. The project shall be designed to minimize effects to the 100-year floodplain. The Consultant shall be responsible for assembling the required data and preparing any COE Section 404 permit applications. The COE requires photography or Jurisdictional Mapping (JD) at a scale of 1"=100". The responsibility for generation and accuracy of the data is with the technical unit responsible for providing that technical design. All forms, data and information shall be provided to ADOT's EPG for submittal to COE.

The Consultant shall evaluate the potential presence of wetlands in the project area.

455 Landscape Architectural Design and Erosion Control

The Consultant shall be responsible for the preparation of landscape architectural plans, specifications and cost estimates including contour plans, site furnishings and layout plans, temporary and permanent erosion control plans, and evaluation and tagging of plants, including specifications and estimates.

The Consultant shall design and integrate into the project all required mitigation as identified in the EA including plans, specifications and estimates.

Landscape design work shall be done by a registered Landscape Architect. ADOT Roadside Development Section will review all landscape designs.

460 Traffic Engineering Design

A. The Consultant shall prepare Phasing and Construction Sequence Report concurrent with the Stage II submittal. The Phasing and Construction Sequence report shall address items such as construction stage limits, earthwork volumes, mass haul diagrams, construction sequencing, and traffic control.

B. The Consultant shall prepare traffic control plans for each phase of construction. Summary quantities of traffic control devices shall be included in the traffic control plans.

C. The north end of the project includes a SB climbing/passing lane. The Project Team will determine the final configuration/disposition of the future NB roadway. This may include alternatives from striping to saw cutting.

461 Traffic Engineering Study

A Traffic Accident Analysis was performed during the Scoping phase. All designs shall be consistent with the analysis and the selected alternative in the DCR.

The Consultant shall provide any additional traffic data, if necessary, that is not provided by ADOT (Section 740) including:

A. Twenty-four hour traffic counts

B. Turning movements at intersections

463 Roadway Lighting and Signalization

No lighting or signalization is anticipated for the Project.

464 Signing Plans

The Consultant shall prepare plans, specifications, and estimates for signing of roadways within the project limits. This shall include an evaluation and plans for converting the existing roadway from a two way to a one direction facility.

465 Pavement Marking Plans

The Consultant shall prepare pavement marking plans, specifications, and estimates for the marking of roadways within the project limits. This work shall include both the new and existing roadways.

467 Composite Traffic Control Device Plan

The Consultant shall provide a composite plan indicating signing and pavement markings together to facilitate review of the controls and devices that will be visible to motorists.

470 Right-of-Way

The State has been acquiring properties in advance of the construction projects on this corridor. Many of the properties have been already acquired accept for agency owned parcels. This segment contains a great deal of U.S. Bureau of Land Management (BLM) property.

The Consultant shall provide the Project Manager with electronic copies, in .pdf format, of all project documents for inclusion in the Project Reference (PR). The PR does not contain any new information or reports. It is a document tracking and data repository device. Not all documents produced during the development of the project will be contained within the PR, but all documents will be referenced. The Project Manager (PM) will load documents to the PR.

471 Right-of-Way Requirements Determination

The Consultant shall verify R/W requirements indicated in the DCR and submit to ADOT, in writing, the Right-of-Way evaluation on or before the Stage II (30% design) submittal. This delineation will constitute the Final Right-of-Way requirements. No revisions or additions to the R/W requirements will be allowed after the Stage II (30%) submittal without the approval of the Project Manager. This information will be used by ADOT to initiate the preparation of final R/W plans and documents.

472 Right-of-Way Acquisition

The State has developed Right of Way plans and acquired properties from information in the final L/DCR for this project. The Consultant shall evaluate the requirements for additional right-of-way needs such as easements, new roadway R/W, slope easements, drainage easements, temporary construction easements, waste site R/W, access control R/W, borrow pit R/W, haul road R/W, excess R/W, etc. A preliminary identification of R/W shall be made with the Stage II (30%) submittal. ADOT will initiate a title search for all affected parcels and process acquisition for additional R/W.

ADOT will acquire the necessary right-of-way easements, and any temporary entry document(s) indicated by the Consultant, in accordance with Section 472 of the Dictionary of Standardized Work Tasks.

If the Consultant must testify in Court, a contract modification will be written.

475 Bid Advertisement

The Consultant shall prepare a draft advertisement for bids. Upon review and approval by ADOT, the Consultant shall prepare the Final Advertisement for Bids.

480 Cost Estimates

The Consultant shall prepare combined and detailed cost estimates.

485 Specifications

The Consultant shall identify critical elements of construction.

490 Special Provisions

The Consultant shall prepare draft Special Provisions for items, details, and procedures not adequately covered by ADOT's Standard Specifications and Stored Specifications.

495 Contracts and Specification Process

The Consultant shall provide support to the Contract and Specification Process.

SECTION 600 - POST-DESIGN SERVICES

The Consultant shall provide post-design services as listed in Section 600 of the Dictionary of Standardized Work Tasks. Post Design Services shall be initiated by a Contract Modification prior to the Pre-Construction Partnering Meeting.

SECTION 700 - MATERIAL FURNISHED BY ADOT

710 Mapping

ADOT Photogrammetry and Mapping has completed the preliminary mapping for this segment of the corridor, all information is developed in English units.

716 Materials

ADOT Materials Group will review and comment on geotechnical investigation plans and reports, providing direction and guidance to help ensure the geotechnical investigation yields the best representation of the actual conditions.

ADOT Materials Group will provide the Materials Memo with recommended pavement design. Until the Memo is made available the pavement section is assumed to be ½" AR-ACFC on 6" AC on 7" Class 2 AB per the DCR.

720 Environmental Studies

The draft and final EA will be available for copying after Nov. 15, 2007, at Ace Reprographics, Telephone (602) 258 - 1508. ACE Reprographics is at 707 East McDowell Road, Phoenix, Arizona.

725 Final Design Concept Report

The final DCR will be available for copying after Nov. 15, 2007, at Ace Reprographics, Telephone (602) 258 - 1508. ACE Reprographics is at 707 East McDowell Road, Phoenix, Arizona.

730 Utilities

The Consultant shall provide mapping and base plans to ADOT Utilities and Railroad (U&RR) in MicroStation and hardcopy format. U&RR will provide utility survey and potholing investigation as needed. All investigation information shall be returned in MicroStation format and on hardcopy.

740 Traffic

All information provided by ADOT is summarized in the L/DCR, dated July 2001.

745 Structures

ADOT Bridge Group will provide reviews for the structural design, specifications and estimate of the new Unnamed Wash Bridge and wildlife crossing. The State will also provide reviews for any structure not covered by the Structural Standards.

750 Drainage

ADOT Drainage Section will review and comment on drainage plans and reports, providing direction and guidance to help ensure the Project meets or exceeds the designated design criteria.

770 Right-of-Way

Affected lands are private and United States of America (BLM) land. ADOT has acquired most, if not all, required R/W in advance of this project. Acquisition was based upon designs in the L/DCR dated July 2001. ADOT's Right of Way group will provide support, guidance, direction and coordination to ensure the any additional R/W lands are acquired.

ADOT's Right of Way group will provide the Results of Survey (ROS) and R/W plans including R/W centerline and section line data.

SECTION 1000 - CONTRACT ADMINISTRATION

The work in this contract shall be administered in accordance with section 1000 of the Dictionary of Standardized Work Tasks. Additional information is provided below.

1027 Site Visit

A site visit shall be held within thirty (30) working days of the receipt of written Notice to Proceed (NTP). Site visits will also be held following Stage II, III, and IV submittals and/or as necessary to successfully complete the project.

1050 Value Analysis

This project will have a "Value Analysis" review.

1060 Reviews and Submittals

A Pre-Construction Partnering seminar is planned for this project.

All plans and roadway cross sections shall be ***true/scalable*** half size black and white sheets. Submittals shall be made to all Project Team members per Appendix C and others as necessary or requested. All submittals shall be submitted to the PM as both hardcopy and .pdf for inclusion in the Project Reference.

The Consultant shall review the revised Sections 1060 through 1065 of the Dictionary of Standardized Work Tasks.

1062 Stage I Design Submittal

An informal review and discussion of the project shall be held at the Consultant's office, or location designated by the Project Team, in lieu of the Stage I review submittal.

1063 Stage II Design Submittal

Subsequent to submittal of the Stage II documents, a design review meeting may be held at the project site or location designated by the Project Team.

1064 Stage III Design Submittal

Subsequent to submittal of the Stage III documents, a design review meeting may be held at the project site or location designated by the Project Team.

1065 Stage IV Design Submittal

Subsequent to submittal of the Stage IV documents, a design review meeting may be held at the project site or location designated by the Project Team.

The Consultant shall review the revised Section 1065 of the Dictionary of Standardized Work Tasks.

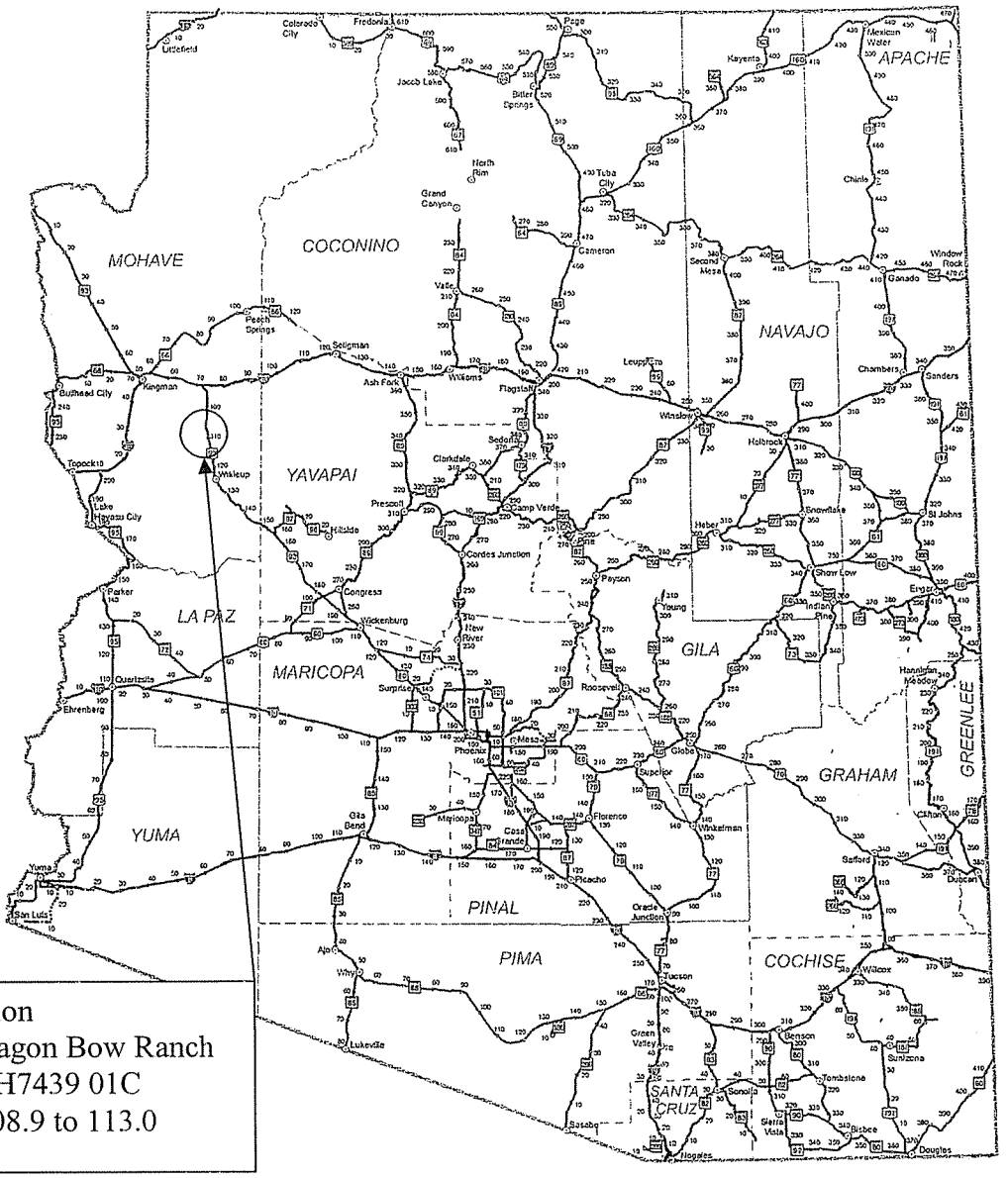
1066 Final Submittal

As per the Dictionary of Standard Work Tasks

APPENDIX A
LOCATION AND VICINITY MAP

APPENDIX A

LOCATION MAP

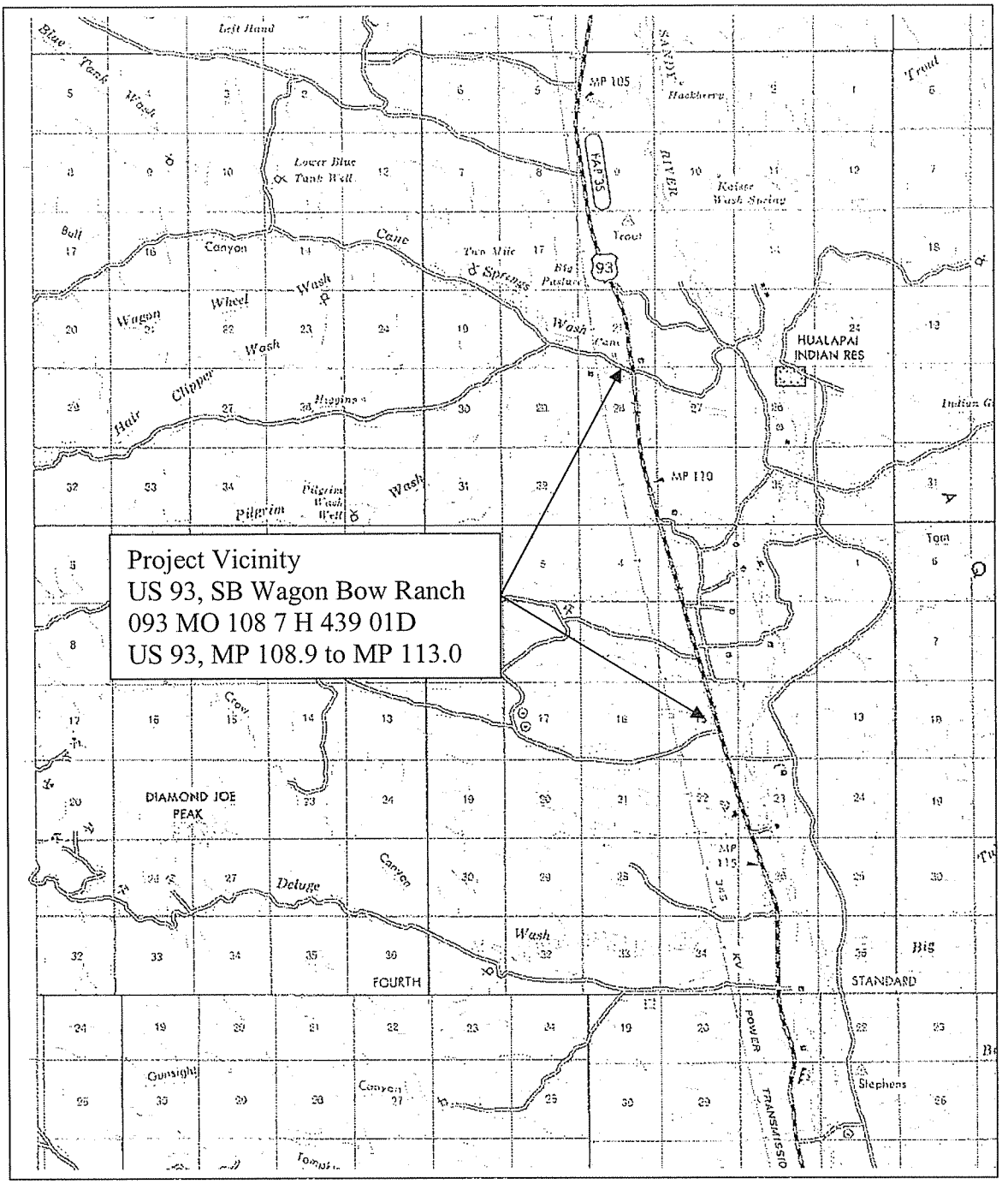


Project Location
US 93, SB Wagon Bow Ranch
093 MO 108 H7439 01C
US 93, MP 108.9 to 113.0

Vicinity Map

Appendix A

VICINITY MAP



RESPONSIBILITY CHART
APPENDIX B

		ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
A		**AERIAL MAPPING (complete)**	410			
	1.	Geodetic Control			X	
	2.	Photogrammetric Control & Panels			X	
	3.	Aerial Photography			X	
	4.	Plotter Compilation			X	
		a. Planimetric Map			X	
		b. Contour			X	
		c. Topographic Map			X	
B		**CONTROL SURVEYS**	410			
	1.	Geodetic Control			X	
	2.	Horizontal			X	
	3.	Vertical			X	
	4.	Topographic Map			X	
	5.	Utility Locations			X	
	6.	Right-of-Way			X	
	7.	Roadway Cross Sections		X		
	8.	Drainage Cross Sections		X		
	9.	Structures Surveys		X		
C		**ENVIRONMENTAL**	420			
	1.	Environmental Analysis Document	421		X	
	2.	Air Quality Technical Report	422		X	
	3.	Noise Analysis Technical Report	422		X	
	4.	Cultural Resources Survey	423		X	
D		**MATERIALS INVESTIGATION**	415			
	1.	Provide Soil Survey	416	X		
		a. Roadway		X		
		b. Lateral Ditches		X		
		c. Earthwork	417	X		
		d. Retention/Detention Ponds		X		
	2.	Provide Bridge Foundation and Retaining/Sound Wall Foundation Investigations	(416)	X		
	3.	Provide Testing and Analysis	417	X		
	4.	Provide Pavement Design	419		X	
	5.	Materials Memorandum	419		X	

RESPONSIBILITY CHART
APPENDIX B

		ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
E		**DESIGN TRAFFIC DATA**	460			
	1.	Gather Statistics	N/A			
		a. 2-Way ADT			X	
		b. Turning Movements	N/A			
		c. 24 Hour Traffic Counts	N/A			
	2.	Prepare Traffic Data Sheets	N/A			
	3.	Prepare Equivalent 18 Kips	N/A			
	4.	Prepare Traffic Analysis	N/A			
	5.	L.O.S. Analysis	N/A			
	6.	Comp. Traffic Control Device Plan	467	X		
F		**RIGHT-OF-WAY**	470			
	1.	Develop Requirements	471	X		
	2.	Secure Title Search	472		X	
	3.	Prepare R/W Plans and Legal Descriptions	472		X	
	4.	Prepare Transfer Documents	472		X	
	5.	Provide Appraisals	472		X	
	6.	Negotiate Right-of-Way	472		X	
	7.	Condemnation Proceedings	472		X	
	8.	Testify in Court (by contract modification)	472	X	X	
	9.	R/W Cost Estimates	472		X	
	10.	Relocation Assistance	472		X	
	11.	Property Management	472		X	
	12.	Clearance Letter	472		X	
G		**CONSTRUCTION PLANS**				
	1.	Plot Design Survey	410	X		
	2.	Roadway Plans & Retaining/Sound Wall Design **(only roadway plans)**	440	X		
	3.	Drainage Design	450	X		
	4.	Bridge Design	**(445)**	X		
	5.	Roadway Lighting Plans	N/A			
	6	Traffic Signal Plans	N/A			
	7	Signing & Pvmt Marking Plans	464-465	X		
	8	Utility Adjustment Plans	433	X		
	9	Maintenance of Traffic Requirements	462	X		
	10	Landscape Architectural Design	455	X		
	11	Architectural Design		X		
	12	Plumbing and Mechanical Design	N/A			
	13	Electrical	N/A			

RESPONSIBILITY CHART
APPENDIX B

		ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
H		**SECTION 404 PERMIT**	453			
	1.	Coordinate with Permitting Agencies		X	X	
	2.	Prepare Permit Application		X	X	
		a. Forms			X	
		b. Sketches		X		
		c. Hydraulic Calculations		X		
		d. Supporting Documents		X		
	3.	Process Permit Application			X	X
I		**UTILITY & RAILROAD**	430			
	1.	Utilities Conflict Identification	431	X		
	2.	Prior Rights Information		X	X	
	3.	Conduct Utility Pre-Design Conference		X	X	
	4.	Review Utility Adjustment Plans		X	X	
	5.	Secure Utility Relocation Schedule		X	X	
	6.	Secure Utility Agreements			X	
	7.	Process Relocation Schedule & Agreement		X	X	
	8.	Clearance Letter		X	X	
J		**COST ESTIMATES**	480			
	1.	Prepare Construction Cost Estimates		X		
	2.	Prepare R/W Cost Estimates			X	
K		**SPECIAL PROVISIONS**				
	1.	Roadway Construction Plans		X		
	2.	Bridge Plans		X		
	3.	Signing & Pavement Markings		X		
	4.	Traffic Signal Plans	N/A			
	5.	Preparation for pre-bid conference	N/A			
	6.	Attend pre-bid conference	N/A			

RESPONSIBILITY CHART
APPENDIX B

		ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
L		**CONTRACTS AND SPECIFICATIONS PROCESS**	490			
	1.	Respond to questions on Final		X		
	2.	Final Revisions		X		
	3.	Addenda to Final, as required		X	X	
	4.	Preparation for pre-bid conference	N/A			
	5.	Attend pre-bid conference	N/A			
M		**POST DESIGN SERVICES**	600			
	1.	Respond to questions on project under construction		X	X	
	2.	Review and approve shop drawings		X	X	
	3.	Provide contact person		X	X	
N		**VALUE ANALYSIS**	1050			
	1.	Roadway Construction Plans Review		X	X	
	2.	Bridge Construction Plans Review		X	X	
	3.	R/W Plans Review		X	X	
O		**SUBMITTAL REVIEWS**	1060			
	1.	Roadway Construction Plans Review		X	X	
	2.	Bridge Construction Plans Review		X	X	
	3.	Design Concept Report Submittal	**Complete**			
	4.	Environmental Reports	**Complete**			
	5.	Stage I Design Submittal	1062	X	X	
	6.	Stage II Design Submittal	1063	X	X	
	7.	Stage III Design Submittal	1064	X	X	
	8.	Stage IV Design Submittal	1065	X	X	
	9.	Final Design Submittal	1066	X	X	

The following is the distribution of reports, plans, estimates and special provisions as specified in Paragraph 1060 of the Scope of Work.

APPENDIX C
DISTRIBUTION LIST

PLANS - SPECIAL PROVISIONS - COST ESTIMATES (Stage I, II, III & IV)

Location	Title	No. of copies
Mohave County	County Engineer	1
Bridge Group	Bridge Design Leader	1
Contracts & Specifications	Transportation Engineer	1
Kingman District	Development Technician	4
Environmental & Enhancement Group	Manager	1
FHWA	Area Engineer	1
Materials	Sr. Pavement Design Engineer	1
Materials	Geotechnical Section Engineer	1
Right-of-Way Plans	Manager	1
Roadside Development	Manager	1
Roadway Design Section	Review Engineer	1
Roadway Drainage Section	Engineer-Manager	1
Roadway PreDesign Section	Engineer-Manager	1
Statewide Project Mgmt Section	Project Manager	1
Traffic Design	Traffic Engineer	1
Utilities & Railroad	Engineer-Manager	1

CROSS SECTIONS

Federal Highway Department	Area Engineer	1
Kingman District	Development Technician	4
Materials	Geotechnical Section Engineer	1
Roadside Development	Manager	1
Roadway Design Section	Review Engineer	1
Statewide Project Mgmt Section	Project Manager	1
Traffic Design	Traffic Engineer	1

APPENDIX C
DISTRIBUTION LIST

Location	Title	No. of copies
	DRAINAGE REPORT	
Federal Highway Department	Area Engineer	1
Bridge Group	Bridge Design Leader	1
Kingman District	Development Technician	1
Statewide Project Mgmt Section	Project Manager	1
Roadway Drainage Section	Engineer-Manager	1
Roadway Design Section	Review Engineer	1
	FOUNDATION REPORT	
Federal Highway Department	Area Engineer	1
Bridge Group	Bridge Design Leader	2
Materials	Geotechnical Section Engineer	3
Statewide Project Mgmt Section	Project Manager	1
	GEOTECHNICAL REPORT	
Federal Highway Department	Area Engineer	1
Materials	Sr. Pavement Design Engineer	1
Materials	Geotechnical Section Engineer	3
Statewide Project Mgmt Section	Project Manager	1
	MATERIALS DESIGN REPORT/PAVEMENT DESIGNS	
Federal Highway Department	Area Engineer	1
Contracts & Specifications	Transportation Engineer	1
Kingman District	Development Technician	1
Materials	Sr. Pavement Design Engineer	3
Statewide Project Mgmt Section	Project Manager	1
	UTILITY REPORT	
Federal Highway Department	Area Engineer	1
Kingman District	Development Technician	1
Utilities & Railroad	Engineer-Manager	1
Statewide Project Mgmt Section	Project Manager	1
	PROJECT REFERENCE	
Federal Highway Department	Area Engineer	1
Environmental & Enhancement Group	Manager	1
Kingman District	Development Technician	2
Right-of-Way Plans	R/W Manager	1
Statewide Project Mgmt Section	Project Manager	1

APPENDIX D
FINAL COST PROPOSAL

APPENDIX E
PAYMENT REPORT

APPENDIX F

EVALUATION SCHEDULE

PHASING AND EVALUATION SCHEDULE FOR DESIGN PROJECTS

On consultant design contracts, the project design milestones are after the Stage II (30%), Stage III (60%), stage IV (95%) and Final (100%) design submittals. Contract Constructability will also be evaluated by District personnel. Evaluations at these milestones provide indications of how the design is progressing and what steps have been taken to assure effective and efficient practices during construction. The evaluations should be completed after all major issues of a design submittal have been resolved. When this schedule is followed the evaluation document is an extension of the design submittal review process.

It is recommended the letter of transmittal to the design consultant from the Project Manager be similar in content to the attached sample transmittal.

RECOMMENDED EVALUATION FILING DATES

Stage II Design Submittal (30%)	**5 DAYS after all major design submittal review issues have been resolved**
Stage III Design Submittal (60%)	**5 DAYS after all major design submittal review issues have been resolved**
Stage IV Design Submittal (95%)	**5 DAYS after all major design submittal review issues have been resolved**
Final Design Submittal (100%)	**5 DAYS after all major design submittal review issues have been resolved**
Contract Constructability (Partnering Close-out form will be used)	**5 DAYS after construction is complete and project has been accepted.**

Notes: 1. A design submittal evaluation should not be more than six weeks after the design submittal date.

EVALUATION MEASUREMENTS/COMMENTS

The following measurement standards for performance evaluation factors may be used:

"5" rating is for outstanding performance which exceeds the Scope of Services. Examples are design and/or construction cost savings, substantial time savings, unprecedented level of community involvement, error free plan submittals, etc. The award of this rating will be infrequent, as Consultants are selected on their qualifications and are expected to produce the best product possible.

"3" rating is for performance which has met the Department's expectations based on the Scope of Services. Examples are within scope, budget, and on time; acceptable communication and coordination; minimal changes to plan submittals, etc.

"1" rating is for unsatisfactory performance which has not met the Department's expectations based on the Scope of Services. Examples are not meeting schedules, exceeding the design and/or construction budgets, major revisions required on plan submittals, poor communication and coordination, etc.

NOTE: Additional comments are required in the space provided for the ratings.

SECTION IX

ADVANCE AGREEMENT CHECKLIST

ARIZONA DEPARTMENT OF TRANSPORTATION

ENGINEERING CONSULTANTS SECTION

ADVANCE AGREEMENT CHECK LIST
(See FAR 31.109)

1. Direct Labor

Direct labor will be billed at actual costs, as defined in FAR 31.001, unless a specific classification or individual's billing rate is capped. However, for partners, sole proprietors and Limited Liability Companies (LLCs) where owners may not be paid an hourly wage or salary, direct labor will be billed at rates agreed to by ADOT. (Also see **Compensation for Personal Services**.)

Only the pay rates of those employees who will likely be expected to be directly involved on the Project stated in the Contract can be used in developing cost proposal rates.

2. Home Office Allocations or Similar Allocated Costs

FAR 31.109(h)(14) states, "General and administrative costs (e.g., corporate, division, or branch allocations) attributable to the general management, supervision, and conduct of the contractor's business as a whole." These costs may represent a significant portion of indirect (Overhead) costs.

All Cost Principles addressed in the Contract Cost Allowability Guidelines and Policies ("CCAGP") must be followed by a Consultant/Subconsultant's home office, division or other related entity that allocates costs to the Consultant/Subconsultant (see the CCAGP **A.5. Allocability of Costs**). These costs should be identified and agreed to in advance as to the amounts considered reasonable and allocable to ADOT contracts.

3. Overhead Rates by Type of Engineering Discipline or Specialty

Firms qualified to provide more than one engineering discipline or specialty must be able to substantiate separate overhead rates for each of the following disciplines:

- Construction Administration (CEI)
- Design
- Geotech
- Supplemental Services

4. Compensation for Personal Services

See CCAGP **B.31.205-6 Compensation for Personal Services**.

Compensation for personal services is normally the most significant element of indirect cost. The components of compensation for personal services should be identified and the amounts to be considered reasonable and allocable to ADOT contracts agreed to in advance.

In particular, the following elements of Compensation for Personal Services, if applicable, should be agreed to in advance:

- Both the reasonableness and allocability of compensation paid to partners, sole proprietors, or owners and family members of same, along with highly compensated employees.
- Allowability of bonuses. Under above reference, see 2. *Bonuses and incentive compensation*.

5. Cost of Money

If this item is requested, it must be properly proposed as a separate line item in the Derivation of Costs Proposal, and documented in accordance with 31.205-10. Also see FAR 31.201-1.

6. Bid and Proposal Costs (see FAR 31.205-18) and Selling/Marketing Costs (see FAR 31.205-38)

Bid and proposal costs and selling/marketing costs will be looked at carefully in the preaward review. Any unreasonable and/or unallocable costs being claimed will be disallowed. Adequate documentation will be expected for such claimed costs. Unallowable portions will be expected to be properly identified.

7. Other Direct Costs

It will be expected that Other Direct Costs (any expense/cost other than Direct Labor and Subconsultants) be included in the Overhead cost pool. If a Consultant/Subconsultant proposes Other Direct Costs, it will need to obtain prior approval of its accounting methods by ADOT's Office of Audit & Analysis—External Audit Team before it can include such costs in its Derivation of Costs Proposal submitted to ADOT's Engineering Consultants Section.

7. Other Direct Costs, continued

The list of incidental costs that follow should not be considered to be "all-inclusive". However, the items noted below are specific costs ADOT has identified as being onerous to deal with as Other Direct Costs. Most Consultants/Subconsultants already include such costs in Overhead cost pools.

- Audio/Video equipment and supplies, including VCRs and video cameras
- Cell phones
- Copy machines
- Densometer
- FAX
- Internet/electronic mail
- Mileage for company vehicles
- Office space considered to be "extra". (Exception is for Construction Administration field office.)
- Postage and/or Courier
- Survey supplies
- Telephone calls--both local and long distant

Additional points to consider:

- If a Consultant/Subconsultant does not have separate cost pools (for example CADD and Reproduction Costs), ADOT believes it will be very difficult to adequately substantiate such costs.

- Be aware that if the costs of specific services normally provided by a Consultant/ Subconsultant are included in its Overhead Cost Pool, then any unexpected costs that may be incurred to provide those same services must be charged to an Overhead cost account. Any questions regarding this matter should be directed by ADOT's Office of Audit & Analysis—External Audit Team.

8. Incidental Costs Which Should Normally Be Charged Directly to the Contract

- Lease/rental of vehicles or other specialty equipment. (This cost should be substantiated by evidence of appropriate bidding including support for the bid accepted.)
- Mobilization of equipment.
- Travel and Lodging, including per diem, following ADOT's Travel Authorization Policy.
- Special reproduction costs provided by outside vendors

SECTION X

BOILER PLATE CONTRACT

Contract No.: 08-16
TRACS No.: H743901D
Project No.: 093 MO 108

A.G. Contract No: KR94-1408ALS

CONSULTANT CONTRACT

This CONTRACT is made and entered into on _____, 20____ by and between the State of Arizona, Arizona Department of Transportation, Intermodal Transportation Division, acting by and through the Director, hereinafter called STATE, and

(Consultants Name and Address Inserted Here)

hereinafter called the CONSULTANT.

The Description and Location of the CONTRACT and related project(s) are as follows:

Description:

Design of two (2) new southbound lanes on US 93

Location:

Design US 93 Wagon Bow Ranch
(Kingman to Wickenburg Highway)

RECITALS

1. The STATE desires that design plans be prepared for the above location. The trained personnel needed for the CONTRACT and related project(s) are not currently available within its own organization.

2. The CONSULTANT firm with its principals and employees is considered to be qualified and otherwise capable of performing the work required by this contract in the time allotted.

3. Therefore, pursuant to Arizona Revised Statutes, Section 28-1803(5) it is deemed to be in the public interest to enter into this contract.

AGREEMENT

Therefore, in consideration of these premises and of the mutual clauses and agreements herein contained, and the faithful performance thereof, the CONSULTANT and the STATE contract and agree:

2.01 SCOPE OF WORK

The CONSULTANT shall perform engineering services for the satisfactory completion of the CONTRACT and related project(s) as detailed and described in the following Scope of Work dated NOVEMBER 2007, which is considered to be a part of this CONTRACT.

(Scope of Work Inserted Here)

3.01 CONTRACT SCHEDULE AND COMPLETION DATE

Work on the CONTRACT and related project(s) is scheduled to commence on _____. Work is to be completed within 450 calendar days from notice to proceed for an estimated completion date of_____ ,_20_. The STATE assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the CONTRACT completion date. Extensions of time allowed for completing the CONTRACT may be granted under appropriate circumstances.

3.02 CONSULTANT'S COMPENSATION - LUMP SUM - DESIGN - MULTIPLE PHASES

1. PHASE I - DESIGN - MULTIPLE PHASES

a. The method of payment for this CONTRACT is Lump Sum. Total compensation for the work performed shall not exceed the sum of $_____ plus approved adjustments. The Negotiated Provisional overhead rate of _____% will be set until receipt the Pre-Negotiation Audit Review. A contract modification will be executed to establish the Negotiated overhead rate for the term of the contract. The Overhead rate, Direct Expenses and Fee are subject to change pending Pre-Negotiation Audit Review. A one time redetermination adjustment in the total amount paid or to be paid on all payment reports shall be made to reflect the established overhead rate and any resulting additional payments, refunds, or credits shall be made promptly. The contract Notice to Proceed date will be the effective date for all redetermination of costs.

b. The STATE shall pay the CONSULTANT in installments based upon Monthly Progress Reports and Progress and Final Payment Reports submitted by the CONSULTANT, with payments subject to the following limitations:

(1) Prior to approval of the Stage II Design Submittal, the billed amount shall not exceed 30% of the total contract amount.

(2) Prior to approval of the Stage III Design Submittal, the billed amount shall not exceed 60% of the total contract amount.

(3) Prior to approval of the Final Design Submittal, the billed amount shall not exceed 95% of the total contract amount.

c. The STATE, at its discretion may, by written notification, waive the above limitations. Approval authority shall be the same as for interim payments.

2. PHASE II - POST DESIGN SERVICES

CONSULTANT'S compensation for work on Phase II, Post Design Services, will begin at construction bid date and will be at specific hourly rates (to include direct labor, overhead and fixed fee) as set forth in the CONTRACT, plus direct expenses approved by the Department. Rates are subject to negotiation prior to execution of this phase. Identification of personnel within each classification may be required by the ADOT Project Manager. Authorization for post-design services will be executed by Contract Modification.

3. Costs are to be identified separately for each project number. Costs for each category must not exceed the amounts budgeted for those specific categories during the contract time frame without prior written approval of the STATE.

4. The CONSULTANT is required to submit a Monthly Progress Report in a format furnished by the STATE showing the status of the work and the degree of completion thereof.

5. The STATE shall not withhold retention on progress payments. However, if satisfactory progress has not been made, the STATE may first retain a maximum of 10% of the current and subsequent billings, or secondly, the STATE may refuse to make full progress payment(s) of such sums which are considered necessary.

6. When all work is delivered, accepted and approved as complete by the STATE, the ADOT Office of Audit and Analysis may prepare a report showing allowable costs incurred. Preparation of this report may require an audit examination of the CONSULTANT'S records. This may also include an examination of subconsultants or subcontractors records.

7. Final payment shall be made as soon as possible after 60 days from the date of acceptance of the audit findings, if applicable, by the STATE and the CONSULTANT.

8. In the event the STATE requires substantial changes in the scope, character or complexity of the work on the CONTRACT, the total compensation as well the fixed fee portion may be re-evaluated and adjusted to a greater or lesser amount by mutual agreement between the CONSULTANT and the STATE.

9. In the event this CONTRACT is terminated by the STATE as herein provided, the CONSULTANT may be paid all the allowable costs incurred, including mobilization and demobilization expense, plus that portion of the fixed fee earned to date of termination as determined by the STATE. Mobilization and demobilization expenses shall include only reasonable costs of marshalling personnel (and equipment if specifically provided for in the contract) for performing this work and of terminating employment of such personnel. No costs will be allowable in connection with termination of employment if incurred later than fifteen (15) days after the date of termination. Costs will be determined as provided in the Federal Acquisition Regulations and may be verified by an audit.

4.01 CONSULTANT AND SUBCONSULTANT PAYMENT

The CONSULTANT shall submit invoices on a regularly monthly basis in accordance with a timetable agreed to in contract negotiations. Invoices should be sent directly to ADOT Project Manager or Project Monitor.

The CONSULTANT will submit invoices for work performed by their Sub-consultants even though the prime CONSULTANT may not have performed working during the preceding month.

On or before the seventh day after the STATE makes a progress payment to the CONSULTANT, the CONSULTANT shall pay the Sub-consultants for the work performed to the extent of each Sub-consultant's contractual interest in the progress payment.

4.02 CONTRACT MODIFICATIONS

1. Contract modifications, defining and limiting the terms of the contract and compensation, must be approved by the STATE, and shall be submitted in the form and format provided by the STATE. The CONSULTANT will be compensated only with prior written authorization by the STATE. Any administrative/technical costs associated with the preparation of said modifications are solely the responsibility of the CONSULTANT.

   a. Supplemental Agreements

   Significant changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be authorized by the STATE. Such supplemental agreement(s) shall be made in writing, and it is expressly understood and agreed that no claim for extra work performed or materials furnished shall be made by the CONSULTANT until authorization to proceed is granted, in writing, by the STATE.

   b. Changes Orders

   The STATE may at any time, by written order, and without notice to sureties, if any, make (or direct) changes within the general scope of this CONTRACT in the services to be performed.

4.03 DELAYS AND EXTENSIONS

The CONSULTANT agrees that no charges or claims for damages shall be made against the STATE for any delays or hindrances during the progress of this CONTRACT. Such delays or hindrances, if any, will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the CONTRACT after the established completion date, shall not be construed as a waiver by the STATE of any of its rights herein.

4.04 LATE SUBMITTAL OF INVOICE

Unless waived by the STATE, in writing, all invoices for work performed under this CONTRACT shall be submitted within 60 days from date of acceptance of the completed portion of the work performed.

4.05 PERFORMANCE EVALUATIONS

The CONSULTANT'S performance will be evaluated periodically in accordance with the schedule set forth in Appendix F of this CONTRACT.

4.06 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal and State laws, and local ordinances and regulations.

4.07 LITIGATION

In the event of litigation between the CONSULTANT and the STATE involving this CONTRACT, the laws and decisions of the State of Arizona shall apply and any such litigation shall be commenced and prosecuted in the appropriate court of competent jurisdiction of the Federal or State Court System within the geographical boundaries of the State of Arizona.

4.08 DISPUTE ESCALATION (Administrative Review)

A written dispute escalation process will be utilized to resolve questions of fact during the course of this CONTRACT. The final determination will be made by the STATE.

4.09 ARBITRATION

The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of $100,000, or less, exclusive of interest and costs.

4.10 TERMINATION, POSTPONEMENT OR ABANDONMENT

1. The right is reserved by the STATE to terminate, indefinitely postpone work, or abandon the CONTRACT. The STATE may terminate this CONTRACT in any one of the following circumstances:

    a. Failure of the CONSULTANT to perform the services as detailed herein and in any modifications to this CONTRACT.

    b. Failure of the CONSULTANT to complete this CONTRACT within the time specified herein and in any modifications to this CONTRACT.

    c. Failure of the CONSULTANT to comply with any of the terms of this CONTRACT.

    d. When, for any reason, the STATE shall determine that such termination is in its best interest.

2. If the STATE contemplates termination under the provisions of paragraphs 1.a., 1.b., or 1.c. above, the CONSULTANT shall have five (5) days in which to cure such failure. In the event the CONSULTANT does not cure such failure, the STATE may terminate the CONTRACT without further consideration.

3. If, after Notice of Termination of this CONTRACT under the provisions of 1.a., 1.b. or 1.c. of this clause, it is determined that the CONSULTANT was not in violation or default, the Notice of Termination shall be deemed to have been issued under the terms of 1.d. of this clause.

4. Termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying whether termination is for default of the CONSULTANT or for the convenience of the STATE, the extent to which performance of the CONTRACT is terminated, and the date upon which such termination becomes effective.

5. In the event of termination, the STATE shall be liable to the CONSULTANT only to the extent and as provided in SECTION 3.02 (CONSULTANTS'S COMPENSATION) of this CONTRACT.

6. In the event this CONTRACT is terminated, the STATE shall have the option of completing the CONTRACT, or entering into an agreement with another party for the completion of this CONTRACT according to the provisions and agreements herein.

7. If the STATE exercises this option, all costs and charges incurred by the STATE, together with the cost of completing the work under CONTRACT, will be deducted from any monies due or which may become due the CONSULTANT.

4.11 CANCELLATION OF STATE CONTRACTS

In accordance with Arizona Revised Statutes 38-511, the STATE may cancel any CONTRACT, without penalty or further obligation, made after the effective date of this section by the STATE or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the STATE or any of its departments or agencies is, at any time while the CONTRACT or any extension of the CONTRACT is in effect, an employee of any other party to the CONTRACT in any capacity or a CONSULTANT to any other party of the CONTRACT with respect to the subject matter of the CONTRACT. The cancellation shall be effective when written notice from the STATE is received by all other parties to the CONTRACT unless the notice specifies a later time.

4.12 SUCCESSORS AND ASSIGNS

The CONSULTANT and all successors, executors, administrators and assigns of CONSULTANT'S interest in the work or the compensation herein provided shall be bound to the STATE to the full legal extent to which the CONSULTANT is bound with respect to each of the terms and agreements of this CONTRACT.

4.13 CONTINUING OBLIGATION

The CONSULTANT agrees that if because of death or any other occurrence it becomes impossible for any principal or employee of the CONSULTANT to render the services required under this CONTRACT, neither the CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the STATE may terminate this CONTRACT if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the CONSULTANT'S ability to satisfactorily complete the performance of this CONTRACT.

4.14 INSURANCE

1. Without limiting any liabilities or any other obligations of the CONSULTANT, the CONSULTANT shall provide and maintain the minimum insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to ADOT and maintained at a minimum until obligations under this CONTRACT are satisfied.

a. If applicable, Workmen's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the services, and Employers' Liability insurance with a minimum limit of one hundred thousand dollars ($100,000). Evidence of qualified self-insured status shall suffice for this section.

b. Architects' and Engineer's Professional Liability insurance in the amount of one million dollars ($1,000,000) each claim, with said coverage to remain in force and effect for a minimum of one year past ADOT's acceptance of the CONTRACT.

c. Comprehensive General Liability insurance with a minimum combined single limit of one million dollars ($1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, products and completed operations. Said policy shall contain a severability of interest clause.

d. Commercial Automobile Liability coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) for all owned, leased, hired and non-owned vehicles. The State of Arizona and the Arizona Department of Transportation must be named as Additional Insureds and Certificate Holder on the policy.

e. Valuable Papers insurance in an amount sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the work of the CONSULTANT used in the completion of this CONTRACT.

f. The policy required by Sections c. and e. above shall be endorsed to include the STATE and ADOT, its agents and officials and employees as additional insureds and shall stipulate that the insurance afforded CONSULTANT shall be primary insurance and that any insurance carried by ADOT, its agents, officials or employees shall be excess and not contributory insurance to that provided by CONSULTANT.

g. A certificate of insurance acceptable to ADOT shall be issued to ADOT prior to commencement of the CONTRACT as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificate shall contain provisions that coverage afforded under the policies will not be cancelled, terminated or materially altered until at least 30 days prior written notice has been given to ADOT.

4.15 INDEMNIFICATION - RESPONSIBILITY FOR CLAIMS AND LIABILITIES

1. For Professional Liability

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

2. For Other than Professional Liability

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

4.16 ANTITRUST VIOLATIONS

The CONSULTANT and the STATE recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by Purchaser or ultimate user: in this case, the STATE. Therefore, CONSULTANT, acting as a Vendor, hereby assigns to the STATE any and all claims for such overcharges.

4.17 LIQUIDATED DAMAGES

(This is an optional provision applied, on an exception basis, primarily to contracts initiated and administered by the Arizona Transportation Research Center - Not applicable to this contract)

4.18 CONSULTANT'S RESPONSIBILITY

The CONSULTANT has total responsibility for the accuracy and correctness of plans and related data prepared under the terms of this CONTRACT, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The plans will be reviewed by ADOT for conformity with ADOT procedures and contract terms. Review by ADOT does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans.

4.19 ACCURACY OF WORK

Acceptance of the work by the STATE will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT without additional compensation.

4.20 CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT'S seal shall be endorsed and affixed to plans, reports and engineering data furnished under this CONTRACT.

4.21 PROFESSIONAL CONDUCT

The CONSULTANT shall comply with the provisions of A.C.R.R.R4-30-301 (which is the official compilation of the Administrative Rules and Regulations for the State of Arizona), entitled Rules of Professional Conduct, Rules of the State Board of Technical Registration for Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors, which are incorporated herein by reference and hereby made a part of the CONTRACT.

4.22 IMPROPER EXERCISE OF AUTHORITY

It is further understood and agreed that the CONSULTANT shall not in any way exercise any portion of the authority or powers of the State of Arizona, and shall not make a contract or commitment, or in any way represent itself as an agent of the State of Arizona beyond the scope of this CONTRACT unless expressly authorized, in writing, by the STATE.

4.23 CONFLICTS OF INTEREST

1. The CONSULTANT shall not engage the services on this CONTRACT of any present or former STATE employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modifications for this CONTRACT.

2. The CONSULTANT agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONTRACT.

4.24 ORGANIZATIONAL CONFLICTS OF INTEREST

1. No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the STATE.

2. The applicability of the above also applies to a Management and/or General Consultant or any of its subsidiaries, affiliates, the parent company or subconsultants that were involved in any aspect of the design process.

4.24.1 CONSULTANT - CONTRACTOR CONFLICTS OF INTEREST

The CONSULTANT agrees that it shall not perform services on this project for the contractor, sub-contractor or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, subcontractor or any supplier with regard to any of the work under this project, or any services, equipment or facilities to be used on this project.

4.25 ORGANIZATION EMPLOYMENT DISCLAIMER

1. The CONTRACT is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the CONTRACT.

2. The parties agree that no persons supplied by the CONSULTANT in the performance of CONSULTANT's obligations under the CONTRACT are considered to be STATE employees, and that no rights of State civil service, retirement or personnel rules accrue to such persons. The CONSULTANT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the STATE harmless with respect thereto.

4.26 NONPROCUREMENT DEBARMENT AND SUSPENSION

1. In accordance with 49 CFR 29.505, and by signature on this CONTRACT, the CONSULTANT certifies its' compliance, and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving Federal Funds:

   a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   b) does not have a proposed debarment pending;

   c) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and

   d) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a).

   Where the CONSULTANT or subconsultant is unable to certify to the statement in 4.26.1(a) above, the CONSULTANT or subconsultant will be declared ineligible to enter into CONTRACT or participate in the project.

   Where the CONSULTANT is unable to certify to any of the statements as listed in 4.26.1 (b), (c) or (d), the CONSULTANT shall submit a written explanation to the STATE. The certification or explanation will be considered in connection with the STATE's determination whether to enter into CONTRACT.

2. The CONSULTANT shall provide immediate written notice to the Department if at any time the CONSULTANT or any subconsultants or subcontractors, present or future, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

4.27 COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the STATE shall have the right to annul this CONTRACT without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.28 SUBLETTING, ASSIGNMENTS AND TRANSFERS

The CONSULTANT firm was chosen to perform the work on this CONTRACT based upon training and qualifications of its members. Therefore, subletting, assignment or transfer of any work to subconsultants and lower tier subconsultants, unless approved in writing by the STATE prior to performance of work, is expressly prohibited.

4.29 SUBCONSULTANTS

1. The CONSULTANT may retain Subconsultants on an "as required" basis, provided that the Subconsultants selected, and the rates to be paid, are identified on each Subconsultant's DERIVATION OF COST PROPOSAL located in the SCOPE OF WORK section, Appendix D of the CONTRACT, or are approved by contract modification, or by Administrative Determination Letter, as applicable. All Subconsultants shall be required to follow the terms and conditions of this CONTRACT.

   a. Subconsultants' Compensation

      Each Subconsultant will be expected to follow covenants set forth in 3.02 2. unless the subcontract is considered a Lump Sum by Task (fixed price) subcontract and not a Costs Plus Fixed Fee subcontract. However, with respect to 3.02 2.b.(5), the Indirect Costs (Overhead) rates for each Subconsultant, when applicable, will be the actual allowable overhead rate or the Negotiated Provisional rate stipulated in each Subconsultant's final DERIVATION OF COST PROPOSAL, as concurred with by the STATE. Each Subconsultant's actual allowable overhead rate or the negotiated provisional Overhead rate is separately determined and may not be the same rate as stipulated for the CONSULTANT.

   b. CONSULTANT'S Responsibility Regarding Subconsultant's Costs

      The Subconsultant's allowable costs shall be governed by 3.02 2. The CONSULTANT shall monitor the billings received from the Subconsultants and ensure that all costs are documented and supported.

Regarding Indirect Costs (Overhead), the CONSULTANT is responsible for determining that the Subconsultants comply with 3.02 2.b.(6) with respect to the actual allowable or negotiated provisional Overhead rates. The Overhead rates for Subconsultants are "actual allowable" or "negotiated provisional", and must be accounted for annually. A Subconsultant may not bill more than its actual allowable Overhead rate or the negotiated provisional Overhead rate. In the event any Subconsultant violates this subsection, the penalties set forth in 3.02 2.b.(6)(a) will be assessed to the CONSULTANT.

All costs of the Subconsultants are subject to audit unless waived by the STATE. The cost to the STATE for Subconsultants shall be in amounts equal to the actual allowable costs paid to the Subconsultants.

2. The volume of work performed by the Subconsultants shall not exceed 49% of the total contract value unless waived by the STATE.

4.30 SUBCONTRACTS

The CONSULTANT agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," "Affirmative Action," "Ownership of Documents," "Patents and Copyrights", "Anti Lobbying and Disclosure," "Retention of Records" and "Immigration". The CONSULTANT further agrees to insert in any subcontract exceeding $100,000 the clause hereof entitled "Environmental Protection."

4.31 KEY PERSONNEL

Any substitution or transfer of personnel specifically identified in CONSULTANT'S proposal as assigned to the work of this CONTRACT shall be subject to prior written approval by the STATE.

4.32 EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES

The CONSULTANT shall not engage the service of any person or persons then in the employ of the STATE for work covered by the terms of this CONTRACT without the prior written approval of the STATE.

4.33 ANTI-LOBBYING

1. The CONSULTANT agrees to comply with the provisions of Section 1352 of Title 31, U.S.Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the STATE.

2. The CONSULTANT agrees to require all subconsultants and lower tier subconsultants who have agreements exceeding $100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Consultants Agreement with the STATE. Lower tier certifications are to be maintained by the CONSULTANT.

4.34 OWNERSHIP OF DATA

1. The CONSULTANT agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this CONTRACT) tracings, plans, specifications and maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work called for in the CONTRACT; all such information and documentation to be termed "Data" under this CONTRACT.

2. All Data procured hereunder for the work funded by ADOT shall become the property of ADOT and delivered to ADOT upon request, and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE; provided however, that CONSULTANT shall not be required to retain any Data not requested by ADOT within five years from the date of final payment to the CONSULTANT hereunder; and provided further that until such delivery to ADOT the CONSULTANT agrees to permit representatives of ADOT and the Federal Highway Administration to examine and review at reasonable times all Data still in the possession of the CONSULTANT.

3. All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE.

4.35 ADOT PRODUCTS

ADOT will provide the consultant with the ADOT developed software for the sole purpose of completing this contract, as set forth in the Site License Contract (which includes a detailed list of Software that will be provided to the consultant). The software is provided to the consultant solely for the purpose of completing this contract and for no other purposes. ADOTdeveloped software including: manuals, electronic information, programs, and associated materials, remains the property of ADOT. Any use of this software for purposes other than the fulfillment of this contract is strictly prohibited. The consultant shall not copy the software or provide, distribute or demonstrate the software to other entities. Upon completion of the contract or when otherwise notified by ADOT, the contractor will return all software, backup copies, manuals, electronic information and associated materials to ADOT.

4.36 RETENTION OF RECORDS

1. The CONSULTANT and any subconsultant/subcontractor/vendor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, costs proposals with backup data and all other material relating to the CONTRACT and related project(s), and shall make all such material available at any reasonable time during the term of work on the CONTRACT and related project(s) and for five (5) years from the date of final payment to the CONSULTANT for auditing, inspection and copying upon the STATE'S request, or at the request of the Federal Highway Administration or any other authorized representative of the Federal Government.

2. The CONSULTANT shall insert in each of its subcontracts the above requirement and also a clause requiring its subconsultants to include the above requirement in any lower-tier subcontracts or purchase orders.

4.37 REVIEW AND INSPECTION

Representatives of the STATE and the Federal Highway Administration are authorized to review and inspect the CONTRACT activities and facilities during normal business hours.

4.38 PROPERTY OR EQUIPMENT

Except as otherwise provided in this CONTRACT, the lease, rental or purchase of property or equipment to perform the work herein described must have the prior written approval of the STATE. The control, utilization and disposition of property or equipment acquired using FEDERAL/STATE funds shall be determined by the STATE in accordance with the property management standards set forth in 49 CFR Part 18 , ADOT Manual - FIN 11.02, and Highways Division Policy and Implementation Memorandum No. 89-04.

4.39 CIVIL RIGHTS

1. The CONSULTANT is required to comply with Executive Order 75-5, "Non-discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this CONTRACT.

2. The CONSULTANT is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this CONTRACT.

3. The CONSULTANT is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this CONTRACT.

4. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment, the following notice:

> It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion.

4.40 AFFIRMATIVE ACTION

CONSULTANT shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

4.41 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

The CONSULTANT is required to adhere to the commitment made to participation by ADOT certified Disadvantaged Business Enterprises (DBE) as indicated in the firms Technical Proposal or subsequently agreed to by the STATE during negotiations. The STATE, at its discretion on a case by case basis, may waive the above limitations.

The CONSULTANT must submit the DBE Compliance Report to the Civil Rights Office by the 3rd Friday of each month. The report shall indicate the amount earned by and paid to each DBE working on the project for the preceding month.

4.42 ENVIRONMENTAL PROTECTION
(This clause is applicable if this contract exceeds $100,000.00. It applies to Federal Aid Contracts Only.)

CONSULTANT is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator for Enforcement. (EN-329).

4.43 ENERGY CONSERVATION
(This clause is applicable to Federal Aid Contracts Only.)

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 Conservation Act (P.L. 94-163).

4.44 PUBLICATION PROVISIONS

The CONSULTANT shall provide annual, quarterly or monthly written progress reports requested by the STATE. Prior to completion of the CONTRACT and related project(s), the CONSULTANT shall prepare a final report summarizing activities, conclusions, and recommendations in a form as prescribed by the STATE, and this report shall be a prerequisite for final payment. Publication rights to all reports are reserved by the STATE. The CONSULTANT shall not release information developed under the CONTRACT prior to publication, except upon written approval of the STATE.

4.45 PUBLICATION PROVISIONS (RESEARCH AND UNIVERSITIES)
(Not applicable to this contract)

4.46 PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE.

4.47 PATENTS AND COPYRIGHTS (RESEARCH AND UNIVERSITIES)
(Not applicable to this contract)

4.48 FEDERAL IMMIGRATION AND NATIONALITY ACT:

1. General: The consultant, including all subconsultant, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The State shall retain the right to perform random audits of consultant and subconsultant records or to inspect papers of any employee thereof to ensure compliance.

2. Compliance Requirements: By submission of a proposal, the consultant warrants that the consultant and all proposed subconsultants are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The State may, at its sole discretion, require evidence of compliance from the consultant shall have ten working days from the receipt of the request to supply adequate information.

   The Department will accept, as evidence of compliance, a showing by the consultant or subconsultant that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service.

   The Consultant shall include the provisions of Subsection 4.30 in all its subcontracts.

3. Sanctions for Non-Compliance: Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Department will reduce the consultant's compensation by $10,000 for the initial instance of non-compliance by the consultant or subconsultant. Should the same consultant or subconsultant commit subsequent violations within a two-year time period from the initial violation, the consultant's compensation will be reduced by $50,000 for each violation. The third instance by the same consultant or subconsultant within a two-year period may result, in addition to the $50,000 reduction in compensation, in removal of the offending consultant or subconsultant, suspension of work in whole or in part or, in the case of a third violation by the consultant, termination of the contract for default. In addition, the Department may debar a consultant or subconsultant who has committed three violations within a two-year period for up to one year. For purposes of this paragraph, a violation by a subconsultant does not count as a violation by the consultant.

   Any delay resulting from a sanction under this subsection is a non-excusable delay. The consultant is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

An example of the sanctions under this subsection is presented in the following table:

Offense by:			Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			$10,000
	First		$10,000
	Second		$50,000
		First	$10,000
	Third		$50,000 *
* May, in addition, result in removal of the subconsultant and/or debarment of the subconsultant.			

In Witness whereof the parties hereto have executed this agreement as of the day and year first herein written.

FOR THE STATE

ARIZONA DEPARTMENT OF TRANSPORTATION

_____
Date

By:_____

_____
Title

FOR THE CONSULTANT

FIRM NAME

_____
Date

By:_____

_____
Title