ARIZONA DEPARTMENT OF TRANSPORTATION

ENGINEERING CONSULTANTS SECTION

STATEMENT OF QUALIFICATIONS PACKAGE
CONTRACT NO. 09-029

SUPPLEMENTAL SERVICES

FEBRUARY 2009

STATEMENT OF QUALIFICATIONS PACKET
FOR CONTRACT NO. 09-029
SUPPLEMENTAL SERVICES
FOR SUPPLEMENTAL ENGINEERING PERSONNEL
FOR STATEWIDE PROJECT MANAGEMENT GROUP, PROJECT MANAGER, LOCATED IN TUCSON, ARIZONA IN PIMA COUNTY

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SECTION I

PUBLIC ADVERTISEMENT

FOR PUBLICATION February 11, 2009 and February 18, 2009
IN THE TRIBUNE NEWSPAPERS.
(Mesa Tribune, Chandler Arizonan & Tempe Daily News)

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

PUBLIC NOTICE FOR SUPPLEMENTAL ENGINEERING PERSONNEL
FOR STATEWIDE PROJECT MANAGEMENT GROUP,
PROJECT MANAGER, LOCATED IN TUCSON, ARIZONA
IN PIMA COUNTY

ECS CONTRACT NO. 2009-029
TRACS NO. VARIOUS

Statements Due: Wednesday February 25, 2009

The ARIZONA DEPARTMENT OF TRANSPORTATION is accepting Statements of Qualifications from firms to provide a Transportation Engineer (Project Manager) to assist Statewide Project Management Group with the management of statewide design projects.

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 293E, 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. Statement of Qualification packages for Contract 2009-029, are available on the ECS web-site: www.azdot.gov/Highways/ECS

SECTION II

INFORMATION COPY TO CONSULTANTS

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION
INFORMATION COPY TO CONSULTANTS

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR
ENGINEERING CONSULTANTS INTERESTED IN
PROVIDING SUPPLEMENTAL ENGINEERING PERSONNEL
FOR STATEWIDE PROJECT MANAGEMENT GROUP,
PROJECT MANAGER, LOCATED IN TUCSON, ARIZONA
IN PIMA COUNTY

ECS CONTRACT NO. 2009-029
TRACS NOs. Various

Statements Due: WEDNSDAY FEBRUARY 25, 2009

Statements of Qualifications expressing interest in the above referenced 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 293E, **Mail Drop 616E**, Phoenix, Arizona 85007. NO Statements will be accepted after the time specified.

The Department may hire one (1) or more project manager(s) to provide supplemental engineering personnel to assist staff. The initial contract duration period would be one year, with the Department retaining the option to extend for two additional one year periods.

Firms selected for further consideration may participate in an Oral Interview as part of the selection process.

The selected firm(s) will provide an individual(s) who, under the direct supervision of SPM Manager would provide assistance to ADOT personnel in the management of statewide design projects. Duties may include: management of Statewide Design Projects encompassing the maintenance of scope, schedule, and budget for various projects.

The consultant may be required to provide a PC workstation and software in accordance with ADOT standards.

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 K 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 293E, Mail Drop 616E
Phoenix, AZ 85007
E-Mail: LDelamore@azdot.gov

Questions will be received until 4:00 PM on February 20, 2009. No further questions will be accepted after the time specified.

All consultants will be notified of the consultant's 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. 09-029 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.

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 Qualifications.

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.

SECTION III

SUPPLEMENTAL SERVICES OVERHEAD GUIDELINES

ENGINEERING CONSULTANTS SECTION

GUIDELINES FOR:
SUPPLEMENTAL SERVICES BILLING RATES

The following policy/guidelines will be used when negotiating Supplemental Services Contracts. Contract Items that must be included in the Billing Rate:

- Workmen's Compensation ($100,000 minimum)
- Architects and Engineer's Professional Liability (If required, $1,000,000 each claim)
- Comprehensive General Liability ($1,000,000 each occurrence)
- Commercial Automobile Liability ($1,000,000 minimum)
- Employer Taxes

A firm is identified as being Incorporated, a Limited Liability Company or having 3 or more full time 40 hour per week employees. The firms payroll or corporate tax I.D. number may be requested for verification.

Billing Rate may not exceed what is considered fair and reasonable.

SECTION IV

SUPPLEMENTAL SERVICES COMPUTER GUIDELINES

ENGINEERING CONSULTANTS SECTION

GUIDELINES FOR:
SUPPLEMENTAL SERVICES CONTRACTS
MICROCOMPUTER SUPPORT

Rev. February 5, 2009

This policy establishes Engineering Consultants Service guidelines for purchase and support of Personal Computer (PC) and PC software for Supplemental Services Contracts.

1. The Project Manager, through his or her Group Manager must justify in writing to Engineering Consultants Section, Contract Manager that Personal Computers are necessary to meet Department goals.

2. Suggest the Consultant use the State Vendor Listing when purchasing PC's and/or PC Software using the specifications listed below. However, another source is permissible. No substitutes to the specifications are authorized. Purchasing forms are available through Engineering Consultants Section. The supported products may change from time to time as new products become available. Microsoft XP Professional and Microsoft Office 2003 will be provided by Information Technology Group (ITG). Other software will be the responsibility of the Consultant with the approval of the project manager.

3. ITG will install all software and when possible, connect the Consultant to the Departments server. ADOT will provide all warranty service during the three-year life of the equipment.

4. All related costs shall be recovered through the Consultants direct expenses and amortized over a three-year period. After three years of amortization, no further charges are allowed. If the Consultant vacates **the position prior to the three year allowable reimbursement period for whatever reason, he/she forfeits the remaining balance of computer expense because the computer is in the possession of the Consultant and no longer at ADOT being used for ADOT business.**

5. The department is not responsible for damage or theft of said equipment.

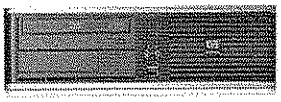
6. At contract completion, ITG will remove all software provided by ADOT.

Desktop Standards for ADOT

January, 2009

ITG's recommendation for the Desktop Standard is now the HP Compaq dc5800 Model Small Form Factor, since ADOT will eventually be converting to Citrix using Thin Clients.

Part Number	Description	WSCA Unit Cost
AQ469US#ABA ITG's Recommendation for the Standard Desktop for ADOT End of Life for this Desktop is August 2009	**HP Compaq dc5800 Desktop PC – Small Form Factor (SFF) PC** Low End Desktop ▪ HP Compaq dc5800 Small Form Factor PC ▪ 80PLUS Power Supply - dc5 SFF Chassis ▪ Windows Vista Custom Downgrade to XP Pro ▪ Intel Core 2 Duo E6550 Processor ▪ 2GB PC2-6400 (DDR2-800) 2x1GB Memory ▪ 160GB SATA NCQ HDD SMART IV 1st Drive ▪ HP ADD2 SDVO+ DVI Adapter ▪ HP USB Standard Keyboard ▪ HP USB 2-Button Optical Scroll Mouse ▪ SATA 16X SuperMulti LightScrbe 1st Drive ▪ HP Parallel Port ▪ 3-3-3 SFF Warranty ▪ HP dc5800 Country Kit **Desktop Options:** Part # AH058AA – HP 1GB PC2 6400 (DDR2 800 MHz) DIMM - $23.00 Part # AH060AA – HP 2GB PC2 6400 (DDR2 800 MHz) DIMM - $88.00 Part # EE418AA – HP Flat Panel Speaker Bar – $25.00 Part # GJ120AA – Nvidia GeForce 8400 GS 256MB DH PCIe x1 Card- $136.00 Part # DL193A – HP DMS59 DVI Dual Head Connector Cable - $23.00 (*required for dual DVI displas with the Nvidia Geforce 8400 DH Graphic Card)* DVI LFH-59 Cable Kit,xw3100,accessory Splitter cables to provide digital display connection to 2 displays Part # PY277AA – HP 160 GB SATA 3.0 Gb/s Internal Hard Drive - $85.00 Part # PY278AA – 250GB SATA 3.0 Gb/s Internal Hard Drive - $123.00 Part # U7897E – HP 4-year Next Business Day Onsite Desktop Only HW Support - $60.00 Part # U77899E – HP 5-year Next Business Day Onsite Desktop Only HW Support - $115.00 Part # AH053AA – HP 1.44-MB Internal Diskette Drive - $20.00 Part # DC141B – HP 1.44-MB External USB Diskettte Drive - $40.00	**$ 599.00**

AR380US#ABA 	**HP Compaq dc7900 Desktop PC – Small Form Factor (SFF) PC** High-End Desktop ▪ HP Compaq dc7900 SFF Base Unit PC ▪ E-Star 4.0 (cat B) Label ▪ dc7900 SFF chassis w/ 85% PSU ▪ Windows Vista Custom Downgrade to XP Pro ▪ Intel Core 2 Duo E8400 processor ▪ 2GB PC2-6400 (DDR2-800) 2x1GB Memory ▪ 160GB SATA NCQ HDD SMART IV 1st HDD ▪ ATI Radeon HD 2400XT (256 DH) 1st PCIe ▪ HP USB Standard Keyboard ▪ HP USB 2-Button Optical Scroll Mouse ▪ SATA 16X SuperMulti LghtScrbe 1st Drive ▪ 3-3-3 [SFF] warranty ▪ HP dc7900 Country Kit **Desktop Options:** Part # AH058AA – HP 1GB PC2 6400 (DDR2 800 MHz) DIMM - $23.00 Part # AH060AA – HP 2GB PC2 6400 (DDR2 800 MHz) DIMM - $88.00 Part # EE418AA – HP Flat Panel Speaker Bar – $25.00 Part # GJ120AA – Nvidia GeForce 8400 GS 256MB DH PCIe x1 Card- $136.00 Part # DL193A – HP DMS59 DVI Dual Head Connector Cable - $23.00 *(required for dual DVI displas with the Nvidia Geforce 8400 DH Graphic Card)* DVI LFH-59 Cable Kit,xw3100,accessory Splitter cables to provide digital display connection to 2 displays Part # PY277AA – HP 160 GB SATA 3.0 Gb/s Internal Hard Drive - $85.00 Part # PY278AA – 250GB SATA 3.0 Gb/s Internal Hard Drive - $123.00 Part # U7897E – HP 4-year Next Business Day Onsite Desktop Only HW Support - $60.00 Part # U77899E – HP 5-year Next Business Day Onsite Desktop Only HW Support - $115.00 Part # AH053AA – HP 1.44-MB Internal Diskette Drive - $20.00 Part # DC141B – HP 1.44-MB External USB Diskettte Drive - $40.00	**$ 649.00**

SECTION V

STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS

ENGINEERING CONSULTANTS SECTION
Statement of Qualifications Format
Contract No. 09-029

	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 AND SUPPORTIVE INFORMATION		
	1. Relevant Experience	30	
	2. Demonstrated Knowledge Skills and abilities	40	
	3. Education and Training	20	
	4. Knowledge of Federal and State Standards	10	
	SUB TOTAL	100	
	***5. Interview	20	
PART C	CONSULTANT FIRM INFORMATION PAGE		
	BACK COVER **(Optional, but if included will count as a page)**		
		TOTAL POINTS	**TOTAL PAGES**
	TOTAL	120	10

PROPOSALS SHALL BE LIMITED TO TEN PAGES. THE PROPOSAL MAY INCLUDE CLEAR REPORT COVERS, COVERS, DIVIDERS, TABLE OF CONTENTS, TABLES, FIGURES, MAPS, ETC., BUT THESE MUST FIT WITHIN THE TEN 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.
- **Submissions exceeding the total page limitation or failing to follow the section format instructions outlined above will be rejected and the Consultant notified in writing of the reason(s) for rejection.**
- Any amendments issued on the SOQ and included in the SOQ, as required, will NOT be counted as pages.

***Firms selected for further consideration may participate in an oral interview.

ENGINEERING CONSULTANTS SECTION
STATEMENT OF QUALIFICATIONS
FORMAT INSTRUCTIONS FOR
CONTRACT NO. 09-026

Provided for **your** use is the format for submission of a **STATEMENT OF QUALIFICATIONS. FOUR (4) COPIES OF THE STATEMENT OF QUALIFICATIONS ARE REQUIRED BY ADOT.** There is an ten (10) page limitation, which must follow the format outline. Consultant must submit a separate SOQ for each person proposed.

PART A - INTRODUCTORY LETTER:

The introductory letter should be addressed to:

Arizona Department of Transportation
Engineering Consultants Section
205 South 17th Avenue
Room 293E, Mail Drop 616E
Phoenix, Arizona 85007

It should contain at the minimum the following elements of information.

- An expression of the firms interest in the project.
- A summary of the information contained in their submittal.
- 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 VIII).

PART B - EVALUATION CRITERIA

CRITERIA EXPLANATION

1. RELEVANT EXPERIENCE

Relevant experience as applicable to the area of assignment.

2. DEMONSTRATED KNOWLEDGE, SKILLS AND ABILITIES

Demonstrated knowledge, skills and abilities as applicable to the area of assignment.

3. EDUCATION AND TRAINING

Education and Training as applicable to the area of assignment.

4. KNOWLEDGE OF FEDERAL & STATE STANDARDS

Knowledge of Federal and State standards policies and procedures as applicable to the area of assignment.

5. ORAL INTERVIEWS

Response to questions and presentation

E.

SUPPLEMENTAL SERVICES
STATEMENT OF QUALIFICATIONS/SELECTION
PANEL COMMENT FORM

FIRM NAME_____ #_____ PANEL MEMBER_____

1. RELEVANT EXPERIENCE

What recent experience does the individual proposed have that would qualify them to perform the services required by this contract?

_____
_____
_____
_____

What qualifications and capabilities does the proposed individual possess and are they sufficient to meet the contract requirements?

_____
_____
_____
_____

SCORE (30 Maximum) _____

2. DEMONSTRATED KNOWLEDGE, SKILLS & ABILITIES

What did you like about the proposed individual's demonstrated knowledge, skills & abilities

_____
_____
_____
_____

What knowledge, skills and abilities did the proposed individual demonstrate relative to the contract requirements

_____
_____
_____
_____

How will the individuals knowledge, skills and abilities be utilized on this contract?

_____
_____
_____
_____

SCORE (40 Maximum)_____

E.

FIRM NAME_____ **#**_____ **PANEL MEMBER**_____

PANEL COMMENT FORM - PAGE TWO

3. EDUCATION AND TRAINING OF PROPOSED STAFF

What evidence did the Firm provide regarding the proposed individual's credentials? Are the credentials provided relevant to the contract requirements?

_____
_____
_____
_____

SCORE (20 Maximum) _____

4. KNOWLEDGE OF FEDERAL AND STATE STANDARDS

What sufficient evidence did the Firm provide in regard to the proposed individual's knowledge of Federal and State Standards?

_____
_____
_____
_____

SCORE (10 Maximum) _____

5. ORAL INTERVIEW

How did the individual respond to the panel questions ? (Were the answers accurate? lacking?. ....etc.)

_____
_____
_____
_____

What impressed you about the interview? (What did they do well? What could they have done better?)

_____
_____
_____
_____

SCORE (20 Maximum) _____

SECTION VI

CONSULTANT FIRM INFORMATION PAGE

PART C – CONSULTANT FIRM INFORMATION PAGE

CONTRACT NO.: 2009-029

CONTACT PERSON: _____

E-MAIL ADRESS: _____

CONSULTANT FIRM: _____

NAME OF PROPOSED INDIVIDUAL _____

ADDRESS: _____

_____

_____

CITY, STATE ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

ADOT CERTIFIED DBE FIRM? _____

AFFIRMATIVE ACTION ON FILE WITH ADOT? _____

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

SECTION VII

ADOT EMPLOYEE POST EMPLOYEE EMPLOYMENT RESTRICTIONS

SUPPLEMENTAL SERVICES RESTRICTIONS

ARIZONA DEPARTMENT OF TRANSPORTATION

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

FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

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 VIII

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 293E, 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 IX

SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

SCOPE OF SERVICES
SUPPLEMENTAL ENGINEERING PERSONNEL
STATEWIDE PROJECT MANAGEMENT GROUP

CONTRACT NO. 09-029

VARIOUS PROJECT NUMBERS
VARIOUS TRACS NUMBERS

FEBRUARY 2009

SCOPE OF SERVICE

INDEX

100 GENERAL

200 CONSULTANT SERVICES

300 PERFORMANCE

400 TRAVEL

500 WORK SCHEDULE AND TIME RECORDS

600 BILLING

APPENDICES

A. POSITION SPECIFICATION

B. COST PROPOSAL

C. PAYMENT REPORT FORMAT

D. FINAL COST PROPOSAL

E. EVALUATION SCHEDULE

SCOPE OF SERVICES
PROFESSIONAL SERVICES
TRANSPORTATION ENGINEER (PROJECT MANAGER)
FOR
STATEWIDE PROJECT MANAGEMENT GROUP

100 GENERAL

The work consists of providing one supplemental engineering personnel, on a full-time basis for a period specified elsewhere in this contract, and as described in Appendix A. Personnel provided to supplement the Statewide Project Management Group, under terms of this contract, are employees of the CONSULTANT, not ADOT.

200 CONSULTANT SERVICES

The Consultant will follow requirements of Appendix A of this document and position specifications based on those approved by the State of Arizona Personnel Board, when considering candidates for the required positions. The employee(s) of the CONSULTANT will work in the ADOT offices of Statewide Project Management Group located in Tucson, Arizona.

Should the assigned employee of the CONSUTANT not be able to complete the term of this contract, the CONSUTANT may be required to furnish other candidates of equal or higher qualification and be subject to approval by ADOT on temporary basis. ADOT will then re-advertise the position

The employee(s) of the CONSULTANT may be requested to perform duties including, but not limited to those described in Appendix A.

Managing highway design projects to ensure the project development process is conducted in conformance with established procedures with adherence to ADOT's project development and scheduling processes. Also includes field reviews and coordination with other governmental agencies and ADOT staff during project development.

The STATE reserves the right to terminate the CONSULTANT immediately upon written notification if the Consultant's services are no longer required or satisfactory.

300 PERFORMANCE

The performance of the COSULTANT will be evaluated at six month intervals following the contract start date by the ADOT supervisor to which the employee reports. Performance evaluation criteria are to be agreed upon by the CONSULTANT'S employee and the supervisor. All CONSULTANTS personnel must perform the assigned work in a professional, proper, and skillful manner. If the supervisor determines the CONSULTANT'S performance to be unsatisfactory or conducts to be intemperate or disorderly, this will be grounds for immediate termination and the Consultant employee will be relieved of assigned duties immediately upon written notification.

400 TRAVEL

CONSULTANTS must provide services to any and all locations when requested by the Department. Under no circumstances will the Consultant be permitted to operate state vehicles, except when they are allowed as passengers. All CONSULTANT'S vehicles used in performance of work assigned by the Department must comply with statutory requirements (licenses, insurance, etc).

Occasional out-of-office travel may be required. With the Contract Manager's approval, ADOT will reimburse per diem and/or mileage in accordance with ADOT policy. Mileage will be reimbursed at the rate negotiated per type of vehicle. Mileage of travel is to be measured by the most direct and usually traveled route. Reporting of travel expenses is on the Consultant's time record described below. Commuting expenses, that is, time and mileage between the Consultant's residence and assigned office, will not be reimbursed under this contract.

500 WORK SCHEDULE AND TIME RECORDS

The Consultant's normal work schedule will be as follows:

Work Week: Monday through Friday
Work Hours: 8:00 a.m.-4:30 p.m. (1/2 hour lunch), or as approved by Supervisor

Flexibility in hours or part time must be approved.

Holiday: Adhere to State Holiday Schedule (not billable)

Leave Time: Days based on Guidelines for Supplemental Services. Dates to be agreed upon in advance with the Supervisor. Additional time may be allowed at the discretion of the Supervisor.

Overtime: Hours worked in excess of 40 hours per week will be paid at overtime rate and **must be pre-approved**.

CONSULTANT will be paid only for actual hours worked.

Each CONSULTANT will be responsible for maintaining a clear, updated single-source time document for record keeping, which will contain approved TRACS and Project Numbers (if applicable) that are open for charges, daily hours worked, project(s) mileage, and dollar amount claimed per day for per diem and vehicle usage. The time document shall cover the Consultant's billing period. Only time documents with the required information will be verified and signed by the supervisor. The CONSULTANT may be required to prepare a monthly breakdown of hours work by County.

600 BILLING

The CONSULTANT must prepare a Monthly Summary Report of work hours by TRACS number along with monthly billing to be submitted to ADOT Engineering Consultants Section. The Consultant must verify all TRACS and Project Numbers using the Project Numbering Reference furnished by ADOT before submitting monthly billing.

APPENDIX A

Position Specification for Professional Engineering Personnel
Statewide Project Management Group
Intermodal Transportation Division

Transportation Engineer (Project Manager)

Work Description:

The Consultant employee will assist in the management of statewide design projects. These projects may be consultant or in-house design projects, with Federal and/or State funding. Projects are managed in order to ensure that the design process is conducted in conformance with Federal and/or State procedures and adherence to ADOT's project development and scheduling processes. The principal focus of this position is to maintain scope, schedule and budget for the various projects.

Knowledge, Skills, Abilities and Experience Required:

Ability To:

- Manage a varying workload.
- Be flexible to work as many hours as necessary to complete assigned tasks.
- Organize and handle multiple assignments and priorities.
- Meets all assignments in a timely fashion.
- Speak well to an audience and articulate points clearly and effectively.
- Write clear and concise reports and correspondence.
- Use a personal computer with Windows and Microsoft Office software.

Skill In:

- Oral presentation and written communication.
- Working independently and in teams.
- Interpersonal relations, as applied to contact with consultants, ADOT and local jurisdiction personnel, and the public.

Knowledge of and experience in:

- Principles and practices of project management.
- Principles and practices of civil engineering and transportation engineering.
- ADOT Highway Development process and procedures (including Federal-aid).
- Processes and procedures from project inception through construction and then overseeing the results in final maintenance.
- Hands on highway design including preparation and submittal of construction plans/specifications/estimates.
- ADOT design standards/policies/procedures.
- Project clearance requirements including environmental, right of way and utilities.

Professional Engineering Registration in the State of Arizona is required. Non-registered project managers will not be considered.

SECTION X

BOILER PLATE CONTRACT

Contract No. 09-029
TRACS No. Various
Project No. Various

A.G. Contract No: KR94-1408ALS

CONSULTANT CONTRACT

This CONTRACT is made and entered into on _____ 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:

SUPPLEMENTAL ENGINEERING PERSONNEL
FOR STATEWIDE PROJECT MANAGEMENT GROUP,
PROJECT MANAGER

Location:

LOCATED IN TUCSON, ARIZONA
PIMA COUNTY

RECITALS

1. The STATE desires that a Project Manager be utilized 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 February 2009 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 365 calendar days from notice to proceed for an estimated completion date of _____. The STATE assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the CONTRACT completion date. The STATE retains the option of extending the CONTRACT for two additional one year periods. Extensions of time allowed for completing the CONTRACT may be granted under appropriate circumstances.

3.02 CONSULTANT'S COMPENSATION - SPECIFIC RATES OF COMPENSATION

1. The method of payment for this contract is Specific Rates of Compensation. Total compensation for the work performed shall not exceed the sum of $_____ plus approved adjustments.

2. The STATE shall pay the CONSULTANT in monthly installments based upon Progress and Final Payment Reports submitted by the CONSULTANT in ADOT's format and in accordance with the specific rates price schedule in the Contract.

3. a. The Specific Billing Rate includes the CONSULTANT'S direct labor, indirect costs (overhead) and fixed fee costs.

   b. Other Direct Costs shall be separately approved by the STATE. These are direct expenses for travel, subsistence, per diem, or other mutually agreed upon expenses of a non-routine nature which can be identified directly to this CONTRACT.

4. 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.

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.

4.01 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.

4.02 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.

4.03 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.

4.04 PERFORMANCE EVALUATIONS

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

4.05 GENERAL COMPLIANCE WITH LAWS

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

4.06 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.

4.07 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.

4.08 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.

4.09 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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)

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.23.1 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.

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 SUBCONSULTANTS (Specific Rates of Compensation)

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 N/A of the CONTRACT, or are approved by contract modification, or by Administrative Determination Letter, as applicable. The specific rates for each Subconsultant, when applicable, will be the rate stipulated in each Subconsultant's final DERIVATION OF COST PROPOSAL, as concurred with by the STATE.

   The specific rates for all Subconsultants are developed from the Subconsultant's Direct Labor, Indirect Costs (Overhead) and the Fee. The Indirect Costs (Overhead) of the Subconsultants are subject to audit unless waived by the STATE. All provisions of paragraph 3 apply to the Subconsultants. 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.

4.29 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 "Federal Immigration and Nationality Act". CONSULTANT further agrees to insert in any subcontract exceeding $100,000 the clause hereof entitled "Environmental Protection."

4.30 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.

4.31 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.

4.32 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.

4.33 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.

4.34 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.

4.35 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.

4.36 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.

4.37 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.

4.38 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.

4.39 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.

4.40 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.

4.41 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).

4.42 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).

4.43 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.

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

4.45 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.

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

4.47 FEDERAL IMMIGRATION AND NATIONALITY ACT:

(A) General:

The Consultant, including all Subconsultants, 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 and Subconsultant records or to inspect papers of any employee thereof to ensure compliance.

<u>The Consultant shall include the provisions of Section 4.47 in all its subcontracts.</u>

In addition, the Consultant shall require that all Subconsultants comply with the provisions of Section 4.48, monitor such Subconsultant compliance, and assist the Department in any compliance verification regarding any Subconsultant.

(B) Compliance Requirements for A.R.S. § 41-4401, Government Procurement, E-Verify Requirement; Sanctions:

By submission of a bid, the Consultant warrants that the Consultant and all proposed Subconsultants are and shall remain in compliance with:

(1) All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract, and
(2) A.R.S. Section 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.").

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Consultant and Subconsultants are subject to sanctions specified in Section 4.47.

Failure to comply with a State audit process to randomly verify the employment records of Consultant and Subconsultant shall be deemed a material breach of the contract, and the Consultant and Subconsultants are subject to sanctions specified in Section 4.47.

(C) Compliance Verification:

The State may, at its sole discretion, require evidence of compliance from the Consultant or Subconsultant.

Should the State request evidence of compliance, the Consultant or shall complete and return the State Consultant Employment Record Verification Form and Employee Verification Worksheet, provided by the Department, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the Department from utilizing other means to determine compliance.

The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Consultant or Subconsultant is complying with the warranty specified in Section 4.47.

(D) Sanctions for Non-Compliance:

For purposes of this paragraph, non-compliance refers to either the Consultant's or Subconsultant's failure to follow immigration laws or to the Consultant's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. At a minimum, the Department will reduce the Consultant's compensation by $10,000 for the initial instance of non-compliance by the Consultant or a Subconsultant. If the same Consultant or Subconsultant is in non-compliance within two years from the initial non-compliance, the Consultant's compensation will be reduced by a minimum of $50,000 for each instance of non-compliance. The third instance by the same Consultant or Subconsultant within a two-year period may result, in addition to the minimum $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 is in non-compliance three times within a two-year period for up to one year. For purposes of considering debarment: (1) non-compliance by a Subconsultant does not count as a violation by the Consultant, and (2) the Department will count instances of non-compliance on other Department contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Department reserves the right to impose any sanctions up to and including termination and debarment, regardless of the number of instances of non-compliance.

Any delay resulting from a compliance verification or 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 compliance verification or a sanction under Section 4.47.

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

Offense by:			Minimum Reduction in Compensation
Consultant	Subconsultant A	Subconsutlant B	
First			$10,000
	First		$10,000
	Second		$50,000
		First	$10,000
	Third		$50,000 *
* May, in addition, result in removal and 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