

**COCONINO COUNTY
NOTICE OF REQUEST FOR QUALIFICATIONS**

NOTICE IS HEREBY GIVEN that Request for Qualifications will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: August 21st, 2019 @ 2:00PM for

RFQ: **2020-101**

ITEM: **Design/Build Services for the Coconino County Public Works
Cinder Barns Project**

Request for Qualification (RFQ) packets are available upon request. For any questions, contact the Coconino County Purchasing Department, 219 E. Cherry Ave, Flagstaff, Arizona 86001. Telephone: (928) 679-7190 or visit the County web-site at:
<http://www.coconino.az.gov/purchasing>

Statements of Qualifications shall be received and the submitting firms announced in the meeting room of the Board of Supervisors, 219 E. Cherry Ave, Flagstaff, Arizona. This is a one-step qualifications-based selection process as authorized by ARS §34-601 through §34-612. An evaluation committee shall select, in order of preference and based on the criteria established, a shortlist of at least three Respondent Teams deemed to be the most qualified to provide the services required. The selection of the shortlist must be based on demonstrated competence and qualifications only. Fees, price, man-hours, or any other cost information may not be considered in the selection of the shortlist. After a shortlist is selected, interviews of the top selected Respondent Teams will be conducted and then negotiations may commence for independent contracts with the highest rated team firms for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the County determines to be fair and reasonable. In making this determination, the County shall take into account the estimated value, the scope, complexity and nature of the required services. If a satisfactory contract cannot be negotiated with the highest rated firm at a price or on other contract terms, then negotiations shall be formally terminated. Negotiations would then be started with the next highest rated firm, in sequence, until an agreement is reached, or a determination is made to reject.

A pre-submittal meeting will be held on August 8th, 2019 at 10:30 AM in the Building B3 Large Conference Room at 5600 E. Commerce Ave., Flagstaff Az. Although this meeting is not mandatory, any firm wishing to submit for this work is strongly encouraged to have a representative in attendance.

Lindsay Daley, Clerk
Board of Supervisors
Coconino County, Arizona

INSTRUCTIONS TO RESPONDENTS

1. Five (5) copies and one (1) original of the request for Statement of Qualifications (SOQs) shall be submitted. The person authorized to sign shall submit Statement of Qualifications with original ink signatures.
2. A responsive team submittal shall be authored collaboratively between the Design Services team members and the Construction Services team members.
3. SOQs shall be delivered to the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue, 2nd Floor, Flagstaff, Arizona, 86001. SOQs shall be enclosed in a sealed envelope bearing the title and number of the serial RFQ and the name of the entity submitting the SOQ. It is the sole responsibility of the entity submitting the SOQ to see that his/her SOQ is received at the proper time. SOQs “faxed” to the County shall not be accepted.
4. **Deadline and Location:** SOQs must be received and stamped by the County no later than 2:00 PM local time on August 21st, 2019, at 219 E. Cherry Ave., 2nd Floor, Flagstaff, AZ 86001. Late submittals will be returned unopened, without exception.
5. The authorized person signing the SOQ shall initial erasures, interlineations or other modifications in the SOQ in original ink.
6. SOQs will be received in the meeting room of the Board of Supervisors at the time indicated in the Request for Qualifications.
7. SOQs received after the scheduled closing time for receipt of SOQs will be returned unopened, to the Respondent(s).
8. All SOQs may be rejected if the Board determines that rejection is in the public interest.
9. The County reserves the right to waive any informality in accepting and evaluating SOQs.
10. If a person contemplating a SOQ for a proposed contract is in doubt as to the true meaning of any part of the RFQ documents, or finds discrepancies in or omissions from said documents, then he/she shall submit to the Coconino County Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
11. It is the responsibility of all Respondents to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after due date and time.
12. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all that are known to have received a set of RFQ documents. Coconino County is not responsible for any other explanations or interpretations of the documents.

13. Any addenda will be mailed or delivered to all who are known by the County to have received a set of RFQ documents, and to offices where RFQ documents have been filed for review purposes. Each Respondent may ascertain prior to submitting his/her SOQ that he/she is in receipt of all addenda issued by telephoning the Purchasing Office at (928) 679-7191.
14. Pursuant to A.R.S. §32-1102, contractors, architects and engineers for the County shall be licensed by the state of Arizona.
15. SOQs will be evaluated based on qualifications and demonstrated experience and other factors listed in the evaluation criteria
16. All Respondents shall complete the attached Disclosure of Responsibility Statement and Non-Collusion Affidavit. Failure to do so may result in rejection of that SOQ.
17. Any Respondent objecting to the recommendation of award, rejection of a SOQ, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within three business days from notification of the recommendation.
18. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE), which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and contract prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
19. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises, which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
20. All known sub-contractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the

Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.

21. The Respondent's services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The Respondent shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
22. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors has adopted and approved this policy. The policy can be viewed on the County web site at: <http://coconino.az.gov/purchasing/>
23. Any Respondent objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within five business days from notification of the recommendation. Complete dispute instructions and process can be found in Section 5.19 of the Coconino County Purchasing Policy located on the County's web site at: <http://coconino.az.gov/purchasing/>
24. Failure on the part of the Respondents to comply with all these instructions may result in rejection by the Board of Supervisors. Properly submitted SOQs will not be returned to Respondents.
25. Acceptance of Evaluation Methodology: By submission of a team SOQ in response to this RFQ, Respondents accept the evaluation process and acknowledges and accepts that determination of the "most qualified" team will require subjective judgments by the County.
26. No Reimbursement for Costs: Respondents acknowledge and accept that any costs incurred from their participation in this RFQ process shall be at the sole risk and responsibility of the Respondents.
27. Waiver of Claims: Each Respondent, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.
28. Eligible Respondents: Only individual firms or lawfully formed business organizations may apply as a Respondent DB Team (this does not preclude a Respondent from using sub-contractors. The County reserves the right to approve all sub-contractors). The County will contract with the DB team under one Independent Contractor's Agreement (ICA) to be approved by the County Board of Supervisors. A sample ICA is provided in "Exhibit A."
29. Proposers to complete the STATEMENT REGARDING COMPLIANCE WITH IMMIGRATION AND ANTI-TERRORISM LAWS and NON-COLLUSION AFFIDAVIT below and include with the submittal.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH
IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the Independent Contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations or standards, occupational safety and health rules.

9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above
Company Name

statements, including any supplemental responses attached hereto, are true.

Signature

State of _____ County of _____

Subscribed and sworn to before me on this ____ day of _____, 2015

by _____ representing him/herself to be
_____ of the company named herein.

Notary public

My Commission expires

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ATTACHMENTS

Attachments A, Flagstaff Site Aerial (Sheep Hill)

Attachment B, Williams Site Aerial

**Request for Qualifications
2020-101**

Design Build Services for the Coconino County Public Works Cinder Barns Project

1.0 Background

Coconino County Public Works (CCPW) maintains County roads during snow operations by using “rock cinders” and does not utilize any salt based or other chemical deicer products. Cinders are applied to County roads using trucks equipped with cinder spreaders. The mechanical performance of these spreaders is severely hampered when the cinders are frozen. In order to maximize the efficient application of cinders, and to fulfill this critical life/safety operation, CCPW is proposing to construct (2) cinder barns; one in Flagstaff and one in Williams, Arizona. The two barns are to be designed and constructed as one unified project as provided under this RFQ. The total project budget is two million dollars.

It is proposed that the Flagstaff Cinder Barn will be approximately 16,000 square feet and will be located at the Sheep Hill Yard at 5600 East Commerce Avenue; the Williams Barn will be approximately 8,000 square feet and will be located at the Public Works Yard at 1900 Country Club Road. *Attachment A* is a Flagstaff Site Plan, *Attachment B* is a Williams Site Plan.

2.0 Objective and Intent

The objective of this RFQ is to procure a Design/Build (DB) team to complete full design and construction for the project. The objective of the project is to construct (2) Cinder Barns that will meet current County needs and future needs with an anticipated ~50 year service life. The selected DB team will be required to provide “turn-key” services to the County for the full design and construction of both Cinder Barns. For the purpose of this RFQ, the term “turn-key” shall be defined as “an agreement in which the DB team designs, constructs, and manages a project from the design phase through the construction phase until it is ready to be handed over to the County.

3.0 Required Disciplines

The anticipated required disciplines include:

- Project Management: all phases of design and construction, including but not limited to administration, scheduling, estimating, communications, construction documentation, permitting, jobsite safety, QA/QC, etc.
- Architectural Design: with an emphasis on municipal/industrial facilities
- Engineering Design: anticipated to include: civil, structural, mechanical and geotechnical engineering
- Land Surveying
- Construction Services: including pre-construction and construction phases

4.0 Scope of Services

Design Phase

- i. Project planning, phasing, scheduling and administration
- ii. Building and foundation design for two cinder barns
- iii. Grading and drainage design
- iv. Utility design, at a minimum, single phase electric and water for hose bibs on the buildings. Code requirements for either the City of Flagstaff or City of Williams may require water service for fire hydrants or other utilities
- v. Submittals for jurisdictional review and Permitting
- vi. Sustainable design elements where possible
- vii. Preparation of As-Built Drawings at completion of construction
- viii. Attendance and input at public meetings such as before County Board of Supervisors or other stakeholders

Construction Phase

- i. Project phasing, scheduling and administration
- ii. Cost estimating
- iii. Sitework Construction: grading, drainage and utilities
- iv. Building Construction: foundations and buildings
- v. Attendance and input at public meetings such as before County Board of Supervisors

5.0 Scope of Work

The following Scope of Work is a minimum and may include additional services as negotiated:

Design Phase (anticipated to include but not limited to):

- i. Consult with Coconino County representatives to define and clarify the County's requirements for the project.
- ii. Complete an evaluation of building type options at the 15% Concept Plan level.
- iii. Preparation of submittals to the City of Flagstaff, City of Williams and Coconino County, or other agencies as is required.
- iv. Attend project kickoff meeting, the first of which shall be for the purpose consulting in detail with the Owner, and obtaining any information provided by the Owner concerning the Owner's purposes, concepts, desires, and requirements, including but not limited any design, construction, scheduling, budget, and operational needs, restrictions, and requirements (Owner's Criteria).
- v. Provide project planning and scheduling
- vi. Conduct geo-technical study

- vii. Develop an engineering/architect cost estimate based on the available data and advise the Owner on the feasibility of Owners Criteria in light of the available project budget. Consult Owner to revise the Owner's Criteria as necessary to meet the project budget.
- viii. Provide alternate systems evaluation and constructability studies
- ix. Advise the Owner of ways to gain efficiencies in project delivery
 - x. Advise and Protect the Owner's sensitivity to quality, safety, and environmental factors
 - xi. Provide Design Development to the Owner which reflects and incorporates the comments and direction provided by the Owner.
 - xii. Address those requested changes or modifications which would make this project not feasible due to scheduling, budgetary constraints, or due to any conflicts with any rules, regulations, or requirements
- xiii. Develop a Preliminary Design of the Project to include but not be limited to Preliminary Plans drawn to scale
- xiv. Submit the Preliminary Design and other related documents to the Owner for review, comment and any changes or modifications
- xv. Modify the Preliminary Design to reflect any authorized changes or modifications directed by the Owner
- xvi. Prepare and submit Design for Construction plans and specifications. Obtain Approval for Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and jurisdictions.
- xvii. Provide a final design that is sealed by a Registered Arizona Architect and/or Engineer as is required by statute.
- xviii. Address all federal, state, and county design permitting requirements.
- xix. Preparation of submittals at 15%, 30%, 60%, and 100% milestones.
 - xx. Preparation of Engineers Estimate of Probable Cost at 30% and 60% milestones.
 - xxi. Preparation of Guaranteed Maximum Price (GMP) based on the 100% plans.
 - xxii. Value engineering as needed based upon plans and estimates at 30%, and 60% milestones.
- xxiii. Coordinate with the City of Flagstaff, City of Williams or other agencies, utility companies, etc. as needed to meet design and construction requirements.
- xxiv. Provide five (5) sets of sealed plans and specifications to the Owner and two (2) CD's with complete sealed plans and specifications
- xxv. Based upon the approved 100% plans, deliver the final GMP to be approved by the County Board of Supervisors.
- xxvi. The successful Design-Build Firm may also be required to represent the County at various public forums prior to finalizing the architectural design of the facility. These forums may include meetings with the Coconino County Board of Supervisors and other stakeholders. May also attend County Board of Supervisors work session to answer questions, as needed, to gain approval on moving forward with construction.

Construction Phase (anticipated to include but not limited to):

- i. Address all federal, state, and county construction permitting requirements.

- ii. Coordination with and preparation of submittals to the City of Flagstaff, City of Williams and Coconino County, or other agencies as is required.
- iii. Arrange for procurement of all materials and equipment required.
- iv. Provide Quality Control inspections and testing and coordinate with owner and third-party to complete Quality Assurance inspections and testing.
- v. Attend construction phase kick off meeting to develop a detailed work plan and schedule.
- vi. Conduct weekly construction progress meetings and schedule and administer specially called meetings throughout the progress of the work. Provide conference quality phones for meeting participants not able to attend progress meetings in person.
- vii. Provide on-site construction management to assure proper compliance with the Contract Documents.
- viii. Coordinate with the Architect/Engineer to complete necessary observations and examinations of the Work.
- ix. Obtain Approval of Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and jurisdictions to include building Certificates of Occupancy.
- x. Schedule and manage site operations including a full-time construction superintendent.
- xi. Implement a Stormwater Pollution Prevention Plan (SWPPP) per Arizona Department of Environmental Quality (ADEQ) requirements
- xii. Maintain a safe and secure construction area throughout the project duration including use of PPE and other safety gear at all times in accordance with OSHA and best practice standards.
- xiii. Respond to and resolve Owner issues and concerns on an as needed basis.
- xiv. Bond and insure the construction in accordance with Arizona Revised Statutes
- xv. Schedule and attend formal weekly construction meetings.
- xvi. Have available a single-point-of-contact Project Superintendent for informal daily construction meetings as needed.
- xvii. Submit to County representative cut-sheets for all construction products and materials for review and approval.

6.0 Project Risks

- i. The need to order long lead time items as early as possible to meet construction schedules.
- ii. Coordination, phasing and scheduling for design and construction of two buildings on two different sites.
- iii. Permitting and approval through two different jurisdictions, the City of Flagstaff and City of Williams.

7.0 Completion and Acceptance Requirements

- i. As a condition precedent to receiving a Certificate of Substantial Completion, DB shall secure required certificates of inspection, testing and/or approval and deliver them to Owner.
- ii. As a condition precedent to receiving a Certificate of Substantial Completion, DB shall collect all equipment manuals and provide them to Owner.
- iii. DB shall perform the commissioning of utilities and operations of systems and equipment for readiness, perform their initial start-up and testing, and as a condition precedent to receiving a Certificate of Substantial Completion, schedule and conduct a training program for Owner personnel in their operation.
- iv. As a condition precedent to receiving Certificate(s) of Occupancy from the City of Flagstaff and the City of Williams.
- v. As a condition precedent to receiving As-Built drawings for both buildings and sites.
- vi. At the date of Final Completion, and as a condition precedent to receiving final payment, DB shall collect all written warranties and deliver them to Owner.

8.0 Evaluation and Selection Criteria

A. Experience of the Project Team on Similar Public Works Projects – (30 Points)

- i. A statement of the qualifications of the firm/team including:
- ii. The key individuals who will be working on the project.
- iii. Discussion of past or current work by the team on similar public works or commercial/industrial projects.

B. Approach and Plan to Complete this Project – (30 Points)

- i. Discuss the team's approach to this project including:
- ii. Building type evaluation
- iii. Site and circulation considerations
- iv. Scheduling and phasing including ordering lead time items
- v. Value engineering
- vi. Working with County Staff, Board of Supervisors and stakeholders to gain endorsement and ensure a successful project

C. Quality Assurance/ Quality Control (QA/QC) and Safety Protocols – (20 Points)

- i. Discuss the team's approach to QA/QC
- ii. Discuss the team's approach to work site safety

D. Available Resources to Complete this Project – (10 Points)

- i. Discussion of staff resources over the proposed design/construction phases

- ii. Discussion of General Contractors work to be performed “in-house” and by sub-contractor’s

E. Completeness of the Proposal – (10 Points)

- i. Proposal is in accordance with all instructions
- ii. Proposal thoroughly addresses all of the Evaluation and Selection Criteria

9.0 Submittal Format

- A. Five (5) copies and one (1) original of the request for Statement of Qualifications (SOQs) shall be submitted. The person authorized to sign shall submit Statement of Qualifications with original ink signatures.
- B. A letter signed by an authorized person of the firm indicating that the firm has an interest in County projects and will comply with the terms and conditions (unless noted by exception) of the contract. Provide a list of current licenses by state. Include type, category, and number. List both Arizona professional and Arizona contractor licenses held, including license numbers and note whether licenses are held by the firm, individuals or sub-consultants.
- C. SOQs shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- D. SOQs shall be a maximum of (35) printed pages. The cover, table of contents, divider sheets, introductory letter, and resumes do not count as printed pages. The County reserves the right to accept or reject proposals that deviate from the preferred page count. Individual resumes should not be more than two (2) pages in length.
- E. All pages shall be printed double-sided. For typewritten pages, the minimum font size is 12 point, and black ink is preferred. Proposals shall be in “Portrait” format (not landscape).
- F. Respondent Teams shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQs will be considered non-responsive and subject to rejection.
- G. SOQs and any other information submitted by Respondent Teams in response to this RFQ shall become the property of the County.
- H. SOQs that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.

- I. The County reserves the right to accept or reject any or all SOQs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in County's best interest.
- J. Failure to comply with all requirements contained in this RFQ may result in the rejection of the SOQs.
- K. SOQs shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral type bindings. Do not use metal ring binders. Larger sheets may be used if they are folded to not larger than 8 1/2 x 11 inches.
- L. Additional attachments or material not requested shall NOT be included with the SOQs. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the County for evaluation. DO NOT SUBMIT A COPY OF THE RFQ.

10.0 Point of Contact

The County designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the County and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person:

Scott Richardson, CPPO
 Purchasing Manager
 928-679-7191
 Email: srichardson@coconino.az.gov

After the award is made, the Point-of-Contact person will be:

Jeff Stein, RLA
 Capital Projects Manager
 Coconino County Public Works Department
 928-679-8351
 Email: jstein@coconino.az.gov

11.0 Procurement Process Schedule

- RFQ Publish Date: July 26-30th, 2019
- Pre-bid Meeting Date: August 8th, 2019
- Deadline for Questions: August 13th, 2019
- Bids Due: August 21st, 2019

The following are target dates and are tentative

- SOQ Evaluation and Scoring August 28th¹, 2019
- Shortlist Notification August 28th, 2019
- Shortlist Interviews September 11th, 2019
- Notification to Selected Team September 12th, 2019
- Board of Supervisors Approval September/October TBD, 2019

12.0 Project Workplan and Anticipated Milestones

The following are anticipated project milestones (subject to modification once a DB team is in place):

- DB Team Notice-to-proceed: September 2019
- 15% Concept Plans: October 2019
- 30% Plans & Estimate: November 2019
- 60% Plans, Estimate and GMP for lead time items: January 2020
- Submittal to City of Flagstaff and Williams: January 2020
- Order lead time items: February 2020
- 100% Plans, Specs and Final GMP April 2020
- Begin horizontal construction: May 2020
- Begin vertical construction: July 2020
- Substantial completion: September 2020
- Certificates of Occupancy November 2020
- As-built drawings and closeout November 2020

Independent Contractor Information
(Design Firm)
RFQ 2020-101

Company Name

Address

City / State / Zip

Authorized Signature

Printed Name and Title

Telephone/Fax

Date

E-mail Address

Independent Contractor Information
(Construction/Contractor Firm)
RFQ 2020-101

Company Name

Address

City / State / Zip

Authorized Signature

Printed Name and Title

Telephone/Fax

Date

E-mail Address

EXHIBIT A: SAMPLE CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of _____, 2019,

BETWEEN

(hereinafter the "Independent Contractor" or IC),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "COUNTY");

WHEREAS:

- A. The county has a need for INSERT PROJECT (hereinafter the Services)
- B. The County solicited for the Services through the RFQ 2020-101, and;
- C. The IC submitted the highest rated proposal
- D. The Independent Contractor is ready able and willing to provide the Services, and;
- E. The parties wish to contract with each other according to the following terms and conditions.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the COUNTY agree as follows:

1.0 Scope of Work

TBD

2.0 Compensation

TBD

3.0 Term of Agreement

TBD

4.0 Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent

Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

5.0 Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
- iv. Professional Liability (if applicable) in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue

payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

6.0 Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

7.0 Independent Contractor's Status

A. The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

B. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

C. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

D. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

E. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

F. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

8.0 Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

9.0 Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

10.0 Certification Pursuant to A.R.S. § 35-393.01

To the extent allowed by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

11.0 Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

12.0 Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

13.0 Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

14.0 Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

15.0 Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

16.0 Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

17.0 Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

18.0 Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

19.0 Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

20.0 Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

21.0 Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

22.0 Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

INDEPENDENT CONTRACTOR

COCONINO COUNTY

By _____

By _____
Lena Fowler
Chair, Board of Supervisors

ACKNOWLEDGED before me
by _____ as _____ of and for
_____ on
this ____ day of _____, 2019.

ATTEST:

Clerk of Board of Supervisors

Notary Public

Approved as to form:

Deputy County Attorney

My Commission Expires