

SERIAL 15076 RFP AIR QUALITY DISPERSION MODELING GUIDELINE DEVELOPMENT

DATE OF LAST REVISION: December 3, 2015 CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **AIR QUALITY DISPERSION MODELING GUIDELINE DEVELOPMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 3, 2015. (Eff. 12/01/15)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/jl
Attach

Copy to: Office of Procurement Services
David Bruce, Air Quality
Jo Crumbaker, Air Quality



CONTRACT PURSUANT TO RFP

SERIAL 15076-RFP

This Contract is entered into this 3rd day of December, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Geosyntec Consultants, an Arizona corporation ("Contractor") for the purchase of Air Quality Dispersion Modeling Guideline Development services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 1st day of December, 2015 and ending the 31st day of December, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:
 - 2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 2.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 2.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 APPLICABLE TAXES:

- 2.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 2.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 2.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 2.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

- 2.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract.

Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

5.2 **INSURANCE:**

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 5.2.9 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

5.2.10 Professional Liability.

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

5.2.11 Certificates of Insurance.

5.2.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

5.3 FORCE MAJEURE

5.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

5.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

5.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

5.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

5.4 **WARRANTY OF SERVICES:**

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty and level of skill and care ordinarily exercised by other members of Contractor's profession for similar services.

5.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.5 **REQUIREMENTS CONTRACT:**

5.5.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

5.5.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

5.5.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.6 **Suspension of Work**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

5.7 **Stop Work Order**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 5.7.1 Cancel the stop-work order; or
- 5.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 5.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

5.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 5.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 5.9.2 Make progress, so as to endanger performance of this contract; or
- 5.9.3 Perform any of the other provisions of this contract.
- 5.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.11 CONTRACTOR LICENSE REQUIREMENT:

- 5.11.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 5.11.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses

required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.12 SUBCONTRACTING:

5.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

5.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.14 ADDITIONS/DELETIONS OF SERVICE:

5.14.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

5.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.15 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

5.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

5.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system 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-9 forms are available for download at USCIS.GOV.

5.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date

specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.21 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 5.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 5.21.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 5.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 5.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 5.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

5.23 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

5.24 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

5.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.26 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.27 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.30.1 Exhibit A, Pricing;

5.30.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE

STEVEN H. RAMSEY, PRINCIPAL
PRINTED NAME AND TITLE

11490 WERTHEIMER ROAD, SUITE 150, HOUSTON, TX 77077
ADDRESS

3 NOVEMBER 2015
DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A

PRICING

SERIAL 15076

NIGP CODE:

91810

RESPONDENT'S NAME:

Geosyntec Consultants, Inc.

COUNTY VENDOR NUMBER :

ADDRESS:

11811 North Tatum Blvd. Suite P-186

Phoenix, Arizona 85028

P.O. ADDRESS:

Not Applicable

TELEPHONE NUMBER:

602-909-3687

FACSIMILE NUMBER:

602-513-5813

WEB SITE:

www.geosyntec.com

CONTACT (REPRESENTATIVE):

Kate Graf and Suzanne Kennedy

REPRESENTATIVE'S E-MAIL

kgraf@geosyntec.com and

ADDRESS:

skennedy@geosyntec.com

YES

NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

PAYMENT TERMS

NET 45
DAYS

1.0 PRICING:

Tasks	Description	Price
Task 1	Develop Minor Source Modeling Thresholds	\$ 23,700
Task 2	Develop Minor NSR Model Guideline	\$ 48,400
Task 3	Develop Form for MCAQD to Conduct Modeling	\$ 3,200
Task 4	Stakeholder Meeting	\$ 23,600
Project Cost (excluding web page)		\$ 98,900
Task 5 (Optional)	Prepare Major Source Supplement	\$ 11,100
Task 6 (Optional)	Web Page	\$ 8,500

EXHIBIT B

SCOPE OF WORK

County Requirement:

1.0 INTENT:

Maricopa County Air Quality Department (MCAQD) is seeking an experienced firm to develop an air quality dispersion modeling guideline and/or supplement, including appropriate information and resources specific to air quality conditions in Maricopa County, for sources applying for a new source review permit or permit revision.

Businesses seeking to locate a new source of air pollution or modify an existing source of air pollution are required to obtain a new or revised permit prior to beginning actual construction meeting the criteria and procedures established in [Rules 241 and 240](#) and [ARS §49-480](#). Currently, MCAQD has initiated a rulemaking to revise and update the MCAQD new source review rules to conform to revisions of the [Code of Federal Regulations 40 CFR Part 51.160 through 51.166](#) and the Arizona Department of Environmental Quality (ADEQ) rules found in the [Arizona Administrative Code Title 18 Chapter 2](#). Under the proposed rules, applicants may be required to perform modeling analyses to demonstrate that the air quality impacts from increased emissions at new and modified sources protect public health, general welfare, physical property, and the natural environment.

It is the goal of MCAQD to develop an air quality dispersion modeling guideline designed specifically for the numerous smaller sources in our metropolitan county, and a separate supplement to provide county specific direction for major sources to be used in conjunction with ADEQ and federal modeling guidelines (see Section 5.0 References). The minor source modeling guideline should be as user-friendly as possible; e.g., minimize jargon to the extent feasible, include step-by-step instructions and checklists, etc. To minimize the impact of modeling for small sources, MCAQD desires to establish appropriate generic size thresholds for when modeling may be necessary and/or modeling information forms if a business chooses to have MCAQD perform the modeling. The guideline and supplement should also be consistent with ADEQ and federal air quality dispersion modeling guidelines. As a supplemental project and separate cost item, the department would also like to develop a webpage providing modeling specific information, the guideline, supplements and links to appropriate resources.

Respondents must have extensive experience and expertise in the following areas:

- Air quality dispersion modeling for both major and minor sources including proficiency using air quality modeling tools, e.g. AERMOD, AERSCREEN, etc.
- Knowledge and experience with MCAQD and federal permitting rules and regulations
- Skill in preparing clear reports
- Excellent writing skills.
- Excellent working relationships with government agencies
- Working with small business

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK

2.1 **Initial Meeting/Conference Call:** At the beginning of the contract period, the principal and key personnel will meet with MCAQD staff via telephone or in person to review the scope of work and project schedule and tasks, outlines about each of the deliverables, appropriate data resources, rationales and specific information about the techniques or methodology to be used to establish modeling size thresholds, and any issues that should be resolved before work can begin.

- 2.2 **Follow-up Report:** After the initial meeting, Contractor shall deliver a report summarizing the initial meeting and outlining the following:
- 2.2.1 **Work Plan:** Description of work activities or tasks agreed upon by MCAQD and the Contractor including the sequence of activities.
 - 2.2.2 **Detailed Outlines of Deliverables:** A detailed outline and description of each document and analysis.
 - 2.2.3 **Methodology:** A description of the methodology or techniques to be used to establish modeling size thresholds including what data, specific methods, criteria and tools will be used.
 - 2.2.4 **Schedule:** Final milestones for deliverables and progress reports.
- 2.3 **Periodic conference Calls and Progress Reports:** At regular intervals defined by MCAQD (approximately every 2 weeks), the contract principal and key staff will meet with MCAQD staff, if feasible, or by video or telephone conference to discuss details of task progress and any issues requiring further guidance from MCAQD. Prior to each conference call, the Contractor will email MCAQD a concise progress report that includes:
- 2.3.1 A summary of intervening meeting(s), including a list of attendees
 - 2.3.2 Current status of deliverables,
 - 2.3.3 A list of significant tasks in progress and those completed, and
 - 2.3.4 A description of issues requiring further consultation with or guidance from MCAQD.
- 2.4 **Develop Deliverables:**
- Contractor will prepare the following:
- 2.4.1 **Minor New Source Review Air Quality Dispersion Modeling Guideline:** The guideline shall be designed and formatted to be user-friendly to minor source businesses (e.g., interactive table of contents, links to reference documents, written in commonly used terms). The document format shall be consistent with Maricopa County graphic standards. Its contents must be consistent with ADEQ and federal modeling guidelines. It should include links to required data sources and all appropriate forms and/or a checklist for modeling submittals.
 - 2.4.2 **Minor Source Modeling Thresholds:** Prepare a rationale relying, if necessary, on modeled scenarios, to establish generic thresholds for determining when and what types of modeling may be necessary to support a permit application. The actual modeling thresholds with a brief description of their genesis will be included in the guideline document, with a list of source specific characteristics that may require case-by-case determination by MCAQD as to whether modeling will be necessary. Contractor shall not use proprietary software to perform these analyses.
 - 2.4.3 **Modeling Information Form for MCAQD to Conduct Modeling:** Prepare a form that a business may use to provide sufficient information to MCAQD so that the department may conduct AERSCREEN modeling for a source.
 - 2.4.4 **Major Source Supplement Containing County Specific Information:** Prepare a supplement to be used in conjunction with ADEQ and/or federal modeling guidelines that provides Maricopa County specific data, links and resources.

The following service is considered optional. If a respondent chooses to respond to this section, please clearly indicate it in your response. Separate line item pricing should also be

provided for the section in Attachment A. Submittal for this section will not impact the overall evaluation of the solicitation response unless the responses to this section become the deciding factor between two otherwise equally matched respondents.

- 2.4.5 **Supplemental Project—Design and Develop a MCAQD Modeling Webpage:** MCAQD is requesting a separate work plan to design and develop a modeling webpage. If circumstances permit, MCAQD may proceed with this work product. The webpage shall comply the Maricopa County design and security standards, be operable on older versions of commonly used web browsers (e.g., MSIE, Firefox, Chrome, Safari), comprehensive, and breakout minor source resources from major source resources. The webpage must include links to MCAQD, ADEQ and EPA guidelines; appropriate data resources; appropriate EPA guidance documents; and any other necessary resources. Whether or not this task will be included in the contract scope of work is contingent, in part, upon progress made on the redesign of Maricopa County’s website, which is underway.
- 2.5 **Guidelines, Supplement and Forms:** Contractor will prepare draft guideline, supplement and forms as well as a final version of each document. Supporting technical documents, data and calculations must be provided to MCAQD.
- 2.6 **Draft Guidelines and Forms:** Contractor shall submit to MCAQD an electronic copy of each draft document for review by staff. All revisions to the draft documents requested by MCAQD will be provided to the Contractor in accordance with timelines established in the scope of work and with a cover memorandum providing any necessary additional guidance.
- 2.7 **Final Draft Guideline, Supplement and Forms:** When the final draft of all documents is determined to be complete and ready for public review, a stakeholder meeting will be set up and a comment period established to allow for stakeholder comment. Contractor will be expected to present the guidelines, answer questions regarding guideline comments, and take and transcribe comments. MCAQD and Contractor will review stakeholder comment and the Contractor will make revisions required (per MCAQD’s request) for the final documents.
- 2.8 **Final Documents:** Upon approval of the final documents by MCAQD, Contractor will deliver 2 unbound copies of the final documents and any appendices to MCAQD. The final report must incorporate all final alterations and additions as requested by MCAQD’s comments on the draft report. Contractor will also deliver the final documents and all associated analysis and data result in Microsoft Office 2010 files or, if appropriate, an alternative electronic format acceptable to MCAQD and as specified in the final scope of work. Weblinks to referenced documents should be included, where available. An electronic copy of each reference document shall accompany the final documents to provide complete documentation of the guidelines, supplement and webpage (if prepared).

Contractor Scope of Services:

Introduction

MCAQD is seeking an experienced firm to develop an air quality dispersion modeling guideline and supplemental information for sources applying for a new source review permit or permit revision. The modeling guideline is to be designed specifically to provide smaller sources a user-friendly document which includes step-by-step instructions, flowcharts, and checklists. The guideline and supplemental information will specifically address the air quality conditions within Maricopa County and be consistent with Arizona Department of Environmental Quality (ADEQ) and federal modeling guidelines. MCAQD has requested that the modeling guideline be developed in such a way to minimize the impact of modeling on small sources. This will be accomplished through 1) establishment of generic thresholds (based on emission rates, equipment size, boundary conditions, and stack conditions) which will define when modeling is necessary, 2) development of a modeling guideline that is designed to provide simplified instructions to allow small sources to conduct their own modeling, and 3) development of modeling input forms to obtain the required information when the modeling of a source will be performed by MCAQD. As an optional task, Contractor proposes to prepare a separate supplement to provide specific modeling direction for major sources. MCAQD has also requested a separate cost for a supplemental project to design and develop a webpage which will provide specific modeling information, guidelines, supplemental information and links to appropriate resources.

The Contractor project team includes three individuals who have significant experience with MCAQD. The Project Director, Ms. Kate Graf, managed the MCAQD air permitting division and oversaw minor and major source permitting (including air modeling). The Project Manager, Ms. Suzanne Kennedy, also managed the MCAQD air permitting division and prior to that experience, she managed ADEQ's Title V air permitting program. Our Senior Modeler, Shagun Bhat, has a PhD in Civil and Environmental Engineering and has extensive experience conducting regulatory air dispersion modeling analyses for criteria and toxic air pollutants using AERMOD and CALPUFF. Our Project Engineer, Brian McNamara, has direct experience in an air permitting engineer role for MCAQD. Our team's experience provides an in-depth understanding of MCAQD's regulatory requirements and administrative processes.

Project Approach

Task 1: Establish Minor Source Modeling Thresholds

The first task in the project is to evaluate emissions from sources located in both attainment and nonattainment areas with National Ambient Air Quality Standards (NAAQS) for the purpose of identifying the emission levels required for demonstrating compliance with the NAAQS and to establish the minor source modeling thresholds. These thresholds will identify the emission levels above which modeling will be required. Maricopa County processes approximately 500 minor source permit changes annually. These changes may include modifications to existing sources or permits for new sources. Because of the significant number of potential minor source permit actions each year, MCAQD requests that generic modeling thresholds be selected to minimize the impact for small sources. The thresholds are intended to reduce the modeling burden for small sources while protecting human health, public welfare, physical property, and the environment. The thresholds may be established in the following ways:

- Utilize the proposed MCAQD Minor Source New Source Review (NSR) Permitting Thresholds as the trigger for modeling;
- Conduct a benchmarking study to understand modeling thresholds and approaches utilized by other regulatory agencies nationwide; or
- Conduct air quality dispersion modeling for hypothetical sources to establish modeling thresholds for various source types; or
- Conduct a multi-point rollback (MPR) assessment utilizing existing MAG 5% plan and MCAQD air monitor data to establish allowable emission rates which will become the thresholds for modeling.

MCAQD has developed proposed Minor Source NSR rule amendments which are designed to address the lack of explicit procedures to assure that National Ambient Air Quality Standards (NAAQS) are achieved (as required by Clean Air Act §110(a)(2)(C)). The modeling thresholds will further enhance the procedures established in the proposed rule. Thus, one approach would be to utilize the proposed permit thresholds that trigger minor NSR as the modeling trigger levels. These thresholds are set at 5 tons per year (TPY) for PM_{2.5}, PM₁₀, SO₂, NO_x, VOC, and CO. The trigger for Lead (Pb) is 0.3 TPY. If modeling is triggered at these levels, it may be overly burdensome for small sources.

Therefore, Contractor has considered the option to propose modeling thresholds that are different from the minor NSR trigger levels. The thresholds would be set at levels that are demonstrated to be protective of human health, public welfare, physical property, and the environment. A critical step in establishing the modeling thresholds (if different from the minor NSR trigger levels) will be demonstrating that the proposed modeling thresholds do not have adverse impacts. In preliminary review of this project, Contractor has considered two potential options for this demonstration.

One option is to conduct dispersion modeling similar in approach to the evaluations performed for general permits issued by the ADEQ. Source types would be provided by MCAQD for review (based on the number of sources of a particular type in Maricopa County). Contractor has assumed that up to ten source types would be selected for evaluation. Emissions, site layout, release parameters, and other data from existing sources of each type would be provided by MCAQD to create a hypothetical source that reflects the source type. The emissions from this source would be modeled through an iterative process to establish the *de minimis* threshold, below which air quality is not significantly degraded from the addition of new and modified sources. The resulting emission levels would establish the source-specific modeling thresholds. Additional source operating parameters may also be incorporated to assure that the source operation is reflected in the source operation that was originally modeled.

A second option for the demonstration is to conduct rollback modeling. This is a technique for establishing source emissions limitations to satisfy ambient air quality standards. The MPR technique is particularly useful for highly variable emissions sources. Application of MPR requires: (1) continuous measurement of ambient concentrations of the pollutant to be evaluated, and (2) continuous emissions rates of the same pollutant. Contractor anticipates utilizing MCAQD air quality monitors to obtain continuous measurement of ambient concentrations of each pollutant to be assessed. The emission rates (from the potential new or modified source) would be developed to reflect typical source operations. The ambient concentration measurements provide details on the extent and frequency of ambient standards exceedances. The emissions rates from the source provide a baseline frequency distribution, which is "rolled back" to define the allowable emissions rate for each pollutant. ADEQ has utilized this method in the evaluation of SO₂ emissions from the copper smelting complex in southern Arizona.

Under Task 1, Contractor has assumed:

1. MCAQD will provide existing ambient air quality monitoring data, emission source inventory data, and regulatory analysis and source data from the MAG 5% Plan for reference.
2. MCAQD will identify up to ten (10) source types that will be evaluated under the dispersion modeling. For each source type, MCAQD will provide source-specific emission estimates and typical source characteristics (stack parameters, and site layout information) which will be incorporated into the model.

Task 2: Prepare Minor New Source Review Air Quality Dispersion Modeling Guideline

Upon finalization of the minor source modeling thresholds, the Minor New Source Review Air Quality Dispersion Modeling Guideline will be developed. This document will enable minor sources to identify what (if any) modeling requirements apply to their specific project. The document will be user-friendly and will include step-by-step instructions. If modeling is required, the Guideline will identify the specific modeling requirements.

Contractor staff are experienced with the use of screening tools and thresholds provided by various regulatory agencies to reduce the burden of refined and resource intensive air dispersion modeling on minor sources. These tools are usually in the form of flowcharts or Microsoft Excel worksheets. MCAQD currently maintains a number of flowcharts to assist sources with permitting requirements, including the Interim Guidance Document for Title V Permit Revisions and the Flowcharts for Facility Changes per Rule 220 (Non-Title V Permit Provisions). Contractor anticipates that the Minor New Source Review Air Quality Dispersion Modeling Guideline may include a flowchart to establish the step-by-step process to determine if modeling is required and if so, what modeling will be required. The initial steps of the flowchart are designed to be conservative to provide limited flexibility and establish if the applicant is required to perform air dispersion modeling. The flowchart also will identify if a health effects review is required and the scope of the required dispersion modeling analysis and health effects review.

The draft Modeling Guideline will be provided to MCAQD for review and comment. Upon receipt of comments, Contractor will finalize the document and provide the final document (and supplemental information and documentation) to MCAQD in electronic and hard copy form. Contractor assumes one round of review and comment on the draft will be required.

Contractor has assumed that MCAQD will provide examples of Modeling Guideline documents that are similar to the anticipated work product. In addition to the various other sources, the Arizona Department of Environmental Quality (ADEQ) Modeling Guideline will be utilized as a starting point for the development of the MCAQD Modeling Guideline. Based on conversations with MCAQD, Contractor anticipates that the Guideline document will be more streamlined than the ADEQ version.

Task 3: Develop Modeling Data Submission Form

Under Task 3, Contractor will develop forms for a source to request modeling by the Department. The forms will be developed to provide the input data for AERSCREEN modeling only. This form will request the specific input data required for AERSCREEN. The form will be prepared in accordance with MCAQD formatting and will be designed for web-posting. Sources will have the option to download the form from the MCAQD webpage and complete the form electronically or print the form and complete by hand.

Contractor will provide the draft form to MCAQD for review and comment. Contractor assumes one round of review and comment on the draft will be required and that the form will not be subject to a stakeholder review and comment process. Upon receipt of comments from MCAQD, Contractor will finalize the form for uploading to MCAQD's website and provide electronic and paper copies of the final documents to MCAQD.

Contractor has assumed that only a form for AERSCREEN will be developed and that an AERMOD form is not part of this scope of work. In addition, Contractor has assumed that MCAQD will provide examples of forms that are acceptable as a starting point for form development.

Task 4: Stakeholder Meeting

Upon finalization of the documents, a stakeholder meeting will be arranged for public discussion and comments on the guidelines. Contractor anticipates that the Project Director, Project Manager, and Modeler will attend the stakeholder meeting. At the meeting, Contractor will present the guidelines and answer questions from the

stakeholders regarding the development or implementation of the guidelines and associated modeling. MCAQD personnel will transcribe comments received in the stakeholder meeting, summarize the comments, and prepare draft responses. Contractor will review the comments and draft responses and provide input to finalize the public comment and response documentation. Contractor assumes that three Contractor-MCAQD conference calls and two rounds of review and comment on the draft will be required.

Contractor has assumed that the stakeholder meeting will be conducted at a Maricopa County location and that the public notices for the meeting will be provided by MCAQD. Contractor has not included the cost for a meeting space or notifications associated with the meeting.

This task assumes the following:

1. The meeting location will be provided by MCAQD.
2. MCAQD will provide public notification of the event.
3. Contractor will not be required to provide a third-party meeting facilitator, audio/visual equipment, or recording/transcription service for the meeting.
4. The meeting comments will be documented and transcribed by MCAQD.
5. Contractor will have three project team members present for the stakeholder meeting. Travel expenses for these individuals are included in the proposed estimated costs for this task.
6. Only one public stakeholder meeting will be held.

Task 5 (Optional): Develop Major Source Air Quality Dispersion Modeling Supplement

Under the Optional Task 5, a Major Source Air Quality Dispersion Modeling Supplement will be prepared to provide MCAQD-specific direction for major source modeling projects. The supplement will be consistent with ADEQ and federal air quality dispersion modeling guidelines and will include specific Maricopa County data and web links. This supplement will direct major sources to the appropriate resources that already exist, while incorporating MCAQD-specific requirements. The draft supplement will be provided to MCAQD for review and comment. Upon receipt of comments from MCAQD, Contractor will finalize the document and provide the final document to MCAQD along with any reference materials. Contractor assumes one round of review and comment on the draft will be required.

Task 6 (Optional): Supplemental Project – Design and Develop a MCAQD Modeling Webpage

Contractor's Information Management group has extensive experience developing custom solutions for our clients. We take a ground-up design approach to produce solutions that fit our client's specific needs while taking into consideration their established methods of handling information; resulting in systems that are both highly functional and well accepted within organizations. Our multidisciplinary experience enables us to provide full-range solutions including website development, information management workflows, and database development.

As an optional Task 6, Contractor will design and develop a web page that will provide an organized and concise interface to disseminate guidance and resources related to modeling, including EPA and ADEQ guidance. The web page will be visually organized such that desired content will be comprehensive yet easily identified by visitors, for example minor source resources will be differentiated from major source resources. Additionally, each resource, link, and guidance document will be accompanied by an appropriate description or narrative to ensure that visitors understand the purpose of each element being referenced.

To provide a consistent user experience for multiple web browsers (of various ages), the webpage will be designed with core HTML elements that are interpreted similarly across browser platforms. For example, we will avoid current and emerging Cascading Style Sheets (CSS) classes that are not supported by older browsers. The web page will be designed and developed by Contractor and will adhere to MCAQD design and security standards. The page can be hosted by Contractor, a third party web-provider, or can be fully transferred (source code, etc.) to MCAQD for hosting on MCAQD's network; in the latter case, Contractor can work with MCAQD information-technology staff to facilitate the transfer and integration.

PROJECT SCHEDULE

Contractor anticipates an initial meeting/conference call with MCAQD staff within two weeks of award of contract where Contractor's Project Director, Project Manager, Modelers, and Project Engineers will review the scope of work, project schedule and tasks, project deliverables, and data resource needs. Contractor will identify potential approaches and methodology that may be used to establish the modeling thresholds along with benefits and challenges associated with each approach. Based on input from MCAQD, the methodology will be selected and Contractor will provide a follow-up report which summarizes the meeting and outlines the work plan, deliverables, methodology, and schedule.

Contractor proposes to provide bi-weekly progress reports and host project team conference calls approximately every two weeks for the Contractor/MCAQD project team. The progress reports will include status updates on deliverables, outstanding action items, task status and deadlines. The chart below provides additional details of the project schedule.

PROJECT ORGANIZATION

The Project Manager, Ms. Suzanne Kennedy, is based in Phoenix, Arizona and will be the main point of contact between MCAQD representatives and the Contractor team. Upon award of the contract, Ms. Kennedy will schedule the initial meeting to review the scope items and discuss specific project details. The Project Director, Ms. Kate Graf will provide senior oversight of the project. Mr. Steve Ramsey will provide technical support and senior level review. The project will be supported by Senior Air Modeler, Mr. Shagun Bhat. Additional project team members identified in our organization chart are assigned to provide engineering and modeling support as needed to assure the timely delivery and technical quality of the work products. Contractor ensures project team continuity throughout the contract period, and will not substitute key personnel without prior written approval of MCAQD.

All work product deliverables will be senior-reviewed by a qualified subject matter expert prior to submittal to MCAQD. Contractor's quality assurance and control program features a dedicated organization, with independent reporting authority, that uses company-developed plans and procedures, structured business practices, application methods, and inspection techniques to deliver high quality work products.

MCAQD RESOURCES

Contractor will request information from MCAQD which may include air permits, permit applications, emission inventory data, Maricopa County and ADEQ emission monitor data, and regulatory development documentation. In order to conduct modeling, Contractor will require source modeling parameters, processed meteorological data, and terrain data. Contractor has assumed that MCAQD will provide this data in electronic form.

In order to design and develop the web page, Contractor will require specific details regarding the website structure, content format, and page design.

GEOSYNTEC CONSULTANTS, INC., 11811 N. TATUM BLVD. SUITE P-186, PHOENIX, AZ 85028

Terms: NET 45

Vendor Number: 2011004615 0

Telephone Number: 602-909-3687

Fax Number: 602-513-5813

Contact Person: Kate Graf & Suzanne Kennedy

E-mail Address: kgraf@geosyntec.com
skennedy@geosyntec.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2017.**